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ABSTRACT

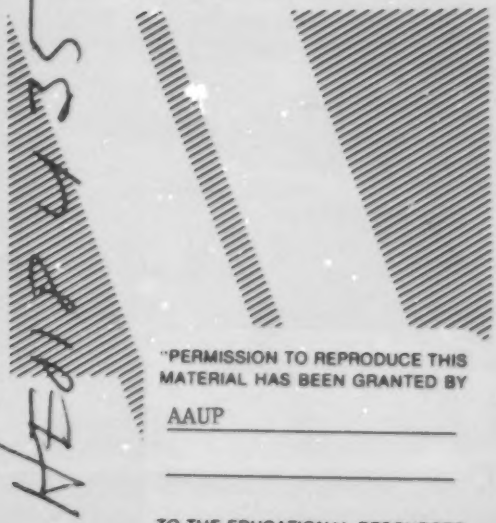
The collective bargaining agreement between Eastern Michigan University (EMU) and the EMU Chapter (600 members) of the AAUP covering the period November 18, 1982-August 31, 1985 is presented. Items covered are: unit recognition and definitions, EMU's right to manage, information provided to the union, union use of facilities/services, released time, insurance coverage, selection of negotiators, membership dues and service fees, payment by payroll deduction, grievance procedure, arbitration, layoff provisions/procedures/ alternatives, rights while on layoff, faculty responsibilities, outside employment, workload, international projects appointments, leaves of absence, sabbatical leaves and research, creative activity fellowships, faculty committees, faculty appointments, reappointments, tenure and promotion, probationary appointments, reassignments, faculty evaluation procedures and criteria, nonrenewal of probationary appointments, suspension/termination for reasonable cause, termination for medical reasons, resignations, personnel files, minimum salary by rank, salary adjustments, salary for summer sessioni/oncampus workshops/colloquia, salary adjustment for promotion/completion of earned doctorate, salaries for teaching continuing education courses, grant compensation, merit awards, fringe benefits, retirement benefits, death benefits, health and safety committee, special conferences, and strikes and lockouts. Appended are a minimum salary table and a letter of agreement on faculty evaluation. A memorandum of understanding containing amendments to Articles XIV, XV and XVI of the master agreement is included with this document. (SW)

ED257380

AGREEMENT BETWEEN

EASTERN MICHIGAN UNIVERSITY
AND THE
EASTERN MICHIGAN UNIVERSITY CHAPTER
OF THE
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

NOVEMBER, 1982



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AGREEMENT

1 Agreement entered into this 18th day of November, 1982, by and between Eastern Michigan University (hereinafter "EMU") and the Eastern Michigan University Chapter of the American Association of University Professors (hereinafter "Association").

ARTICLE I. DEFINITIONS

2 A. "EMU" means Eastern Michigan University, Ypsilanti, Michigan, a state institution of higher education and its administrative agent.

3 B. "Association" means Eastern Michigan University Chapter of the American Association of University Professors.

4 C. "Faculty Member" means a person employed in the Bargaining Unit as defined in Article III.

5 D. "Unit" or "Bargaining Unit" means the Faculty Members collectively covered by Article III.

6 E. Pronouns of masculine and feminine gender include each other.

ARTICLE II. GENERAL PURPOSE AND INTENT

7 EMU and the Association recognize their responsibilities under federal, state and local laws relating to fair employment practices and affirm their commitment to the principles involved in the area of Civil Rights.

8 The parties each agree that there shall be no discrimination because of race, creed, sex, color, age, marital status, nationality, political belief, or for participation in or affiliation with any labor organization. (It is recognized that age may be a factor in compulsory retirement and benefit programs.)

9 Faculty Members, while not conducting their faculty responsibilities, shall have the same rights to participate in political activities as other citizens. This statement shall not be construed to constitute an infringement upon the academic freedom of any Faculty Member.

10 EMU and the Association agree that the provisions of this Agreement shall apply to all Faculty Members without discrimination.

11 EMU and the Association fully affirm the principle of academic freedom in both teaching and research. The right of academic freedom shall be the right of every Faculty Member.

12 The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful relations for the mutual interest of EMU and the Association. EMU and the Association encourage to the fullest degree friendly and cooperative relations between their respective representatives.

ARTICLE III. RECOGNITION OF ASSOCIATION

13 A. Pursuant to and in accordance with all the applicable provisions of Act 176 of the Public Acts of 1939 and Act 336 of the Public Acts of 1947, as amended, EMU does hereby recognize the Association as the certified exclusive collective bargaining representative for all teaching faculty employed by Eastern Michigan University, including professors, associate professors, assistant professors, instructors, media service managers*, coach/teachers* and librarians with faculty rank; and excluding deans, directors, department heads and other supervisory employees, lecturers, visiting professors, adjunct professors, non-tenure track academic employees, career army personnel in the Department of Military Science, and all other employees.

14 B. EMU shall not aid, promote or finance any other group or organization which purports to engage in collective bargaining on behalf of Faculty Members in the Bargaining Unit covered by this Agreement.

15 C. It is the policy of EMU not to reduce the Bargaining Unit by arbitrary changes in titles or by the creation of new classifications.

*In accordance with MERC cases #R75J-427 and R76A-1.

ARTICLE IV. EMU'S RIGHT TO MANAGE

16 EMU retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of Michigan and of the United States. Further, all rights which ordinarily vest in and are exercised by employers, except such as are specifically relinquished herein, are reserved to and remain vested in EMU.

ARTICLE V. ASSOCIATION RIGHTS

17 A. Information Furnished to the Association

EMU shall furnish the following information and data to the Association:

18 1. A list of the members of the Bargaining Unit, showing the name, rank, percentage of Fall/Winter appointment, salary, department, tenure status, date of tenure, time in rank, highest relevant academic degree, date of highest relevant academic degree, and date of birth. If a Faculty Member has a split appointment the percentages of his appointment shall be combined and the area where the Faculty Member holds the greatest percentage of appointment reflected as his/her department. Such list shall be furnished within forty-five (45) calendar days after the execution of this Agreement and within forty-five (45) calendar days after the beginning of each semester thereafter. Interim changes, including promotions, terminations, and changes to and from administrative status or part-time employment, shall be furnished within forty-five (45) calendar days of the end of the month in which the change occurs. Tentative notice of names and addresses of newly hired Faculty Members shall be furnished within forty-five (45) calendar days of the date such Faculty Members first appear on the payroll and receive a paycheck.

19 2. A list of non-bargaining unit employees (e.g. lecturers) whose principal responsibility is teaching and/or professional library service, showing the

name, department, current percentage of appointment and most recent date of hire. Such list shall be furnished within forty-five (45) calendar days after the execution of this Agreement and within forty-five calendar days after the beginning of each semester thereafter.

3. Copies of minutes of official meetings of the Board of Regents, Budget Requests, Program Revision Requests, and the Annual Audited Financial Statement as approved by the Board of Regents for submission to the State Offices.

4. Section master listings as of the date of the "HEGIS" count. Such listings shall be furnished to the Association when furnished to the State Department of Management and Budget.

B. Association use of facilities and services:

1. The Association and Association officers shall, for the purpose of carrying out the business of the Association, have the right to hold meetings in University facilities at such times and places as may be reasonably designated by EMU.

2. The Association shall have the right to post notices of its activities and matters of Association concerns on bulletin boards designated by EMU.

3. The Association shall have the right to send the Association News Letter and other Association notices to Faculty Members through the EMU mail service provided such use of the mail shall not cause an unreasonable load on such system.

4. The Association shall have the use of a Centrex telephone in its office. All costs, including charges for installation and use, shall be the responsibility of the Association.

5. The Association shall have the right to have up to three (3) telephone numbers listed in the campus telephone directory.

6. EMU shall provide up to three (3) service parking permits for the Grievance Officer and Association office staff.

C. Released time

A Grievance Officer designated by the Association shall be granted one-half (½) released time during the terms or semesters he/she teaches for the purpose of acting on behalf of Faculty Members in the grievance procedure. The Association members of the Review Board provided for in VII G. shall each be allowed one-fourth (¼) released time during the fall and winter semesters. Not more than one person from any department shall be granted released time under this provision at any one time.

D. Insurance Coverage for Association Employees

Up to three (3) employees of the Association shall, with the approval of the respective insurance carriers, be permitted to participate in the group insurance programs (e.g. health and dental) as are provided for Bargaining Unit members by EMU. The Association shall provide payment to EMU for the cost of coverage in accordance with such terms and conditions as EMU may so prescribe.

E. Selection of Negotiators

Neither party in any negotiations shall have any control over the selection or number of the negotiating representatives of the other party. The parties

mutually pledge that their representatives shall have all the necessary power and authority to make proposals and consider proposals in the course of negotiations. The Agreement shall not be binding until ratified by the Board of Regents of the University and by the Association.

32 F. Copies of Agreement

Copies of this Agreement shall be printed at the expense of EMU and presented to all Faculty Members now employed or hereafter employed (one copy for each Faculty Member) with thirty (30) extra copies for the Association. Additional copies shall be furnished to the Association at cost.

ARTICLE VI. ASSOCIATION MEMBERSHIP DUES AND SERVICE FEES

33 A. Membership Dues and Service Fees

During the term of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, every Faculty Member shall, as a condition of employment by EMU, either become a member of the Association and tender thereafter the uniformly required Association membership dues or, in the alternative, tender a service fee. The amount of the service fee shall be the uniformly required membership dues less any amount paid for membership in the State and National AAUP, and less any amount which is expended by the Association from membership dues for political purposes or any other purposes not directly related to the cost of negotiating and administering this Agreement. The membership dues or service fees shall be tendered commencing with the month following thirty-one (31) calendar days after the execution of this Agreement or thirty-one (31) calendar days after the Faculty Member's commencement of employment in the Bargaining Unit, whichever is later.

34 B. Method of Payment

The membership dues and service fees provided for herein shall be paid either on a biweekly basis by payroll deduction made pursuant to a properly executed Payroll Deduction Authorization form delivered to EMU, or by a single direct lump sum payment in accordance with the Constitution and By-Laws of the Association, or by direct payments submitted monthly to the Association during the base academic year.

35 C. Certification of Membership Dues and Service Fees

Within fifteen (15) days after receiving any list required by paragraph V.A.1., the Association's Treasurer shall submit to EMU's Payroll Office written certification of the membership dues and service fees payable by each Faculty Member and to be deducted pursuant to the provisions of this Article.

36 D. Payment by Payroll Deductions

During the life of this Agreement, and in accordance with and to the extent of any applicable state or federal laws, EMU agrees to deduct the biweekly membership dues and service fees as provided for in paragraph A above, proportionately each deduction period from the wages of all Faculty Members who have, on a form satisfactory to EMU and the Association, individually and voluntarily given EMU written authorization to make said

deductions. Membership dues and service fee deductions shall be remitted to the Treasurer of the Association at an address furnished in writing to the Payroll Office by the Association within ten (10) working days after the end of each month. The Association assumes full responsibility for the disposition of all monies deducted once they have been forwarded to the Treasurer of the Association as set forth above.

37 E. Delivery of Executed Payroll Deduction Authorization Form

A properly executed copy of the Payroll Deduction Authorization form for each Bargaining Unit member for whom Association membership dues or service fees are to be deducted hereunder shall be delivered to EMU's Payroll Office before any payroll deductions are made. Deductions shall be made thereafter only under Payroll Deduction Authorization forms which have been properly executed and are in effect. Any Payroll Deduction Authorization form which is incomplete or in error will be sent to the Treasurer of the Association by EMU.

38 F. Limits of Deductions Required To Be Made by EMU

Deductions shall be made only in accordance with the provisions of the Faculty Member's Payroll Deduction Authorization, together with the provisions of this Agreement. EMU shall have no responsibility for the collection of membership dues and special assessments, or any other deductions not in accordance with the express provisions of this Article. Further, EMU shall have no obligation to make deductions from the pay of any Bargaining Unit member who has insufficient net earnings due him/her to cover the full amount of such deduction.

39 G. When Deductions Begin

EMU shall establish the schedule for payroll deductions subject to such terms and conditions as hereinafter provided. Payroll deductions shall commence not earlier than the first pay period ending in September and shall extend through and include the last payday of the Winter Semester. Deductions under all properly executed Payroll Deduction Authorization forms shall become effective at the time the Authorization is tendered to EMU's Payroll Office and, if received by said Payroll Office by the fifteenth (15th) day of the month, shall be subject to deduction from the first regular pay of the immediately succeeding month. Deduction Authorizations received after the fifteenth (15th) day of the month shall be subject to deduction effective with the second (2nd) or third (3rd) pays of the immediately succeeding month, whichever EMU shall so elect.

40 H. Termination of Payroll Deduction

Payroll deduction authorizations shall remain in effect and continue for the duration of this Agreement unless the Bargaining Unit member gives written notice of termination of said Authorization to EMU. Termination of a Payroll Deduction Authorization shall become effective commencing with the paycheck applicable to the pay period in which notice of said termination is received by EMU. Further, a Faculty Member shall cease to be subject to deductions following the pay period in which the Faculty Member's employment in the Bargaining Unit terminates. The Association shall be notified by EMU of the names of such Bargaining Unit members following the end of the pay period in which the termination occurs.

I. Refunds

In cases where a deduction is made that duplicates a payment that a Faculty Member already has made to the Association, or where a deduction is not in conformity with the provisions of the Association's Constitution or By-Laws, or this Agreement, refunds to the Faculty Member will be made by the Association.

J. Limit of EMU's Liability for Remittance or Payment of Payroll Deductions

EMU shall not be liable to the Association by reason of the requirements of this Agreement for the remittance or payment of any sum other than that constituting actual deductions made from wages earned by Faculty Members.

K. Failure To Comply

1. A Faculty Member who fails to tender to the Association either the uniformly required membership dues or service fees as above-provided shall be laid off by EMU for one and one-quarter (1¼) days, with corresponding deductions in his/her academic year base salary, provided the following stipulations are adhered to:

a. The Association shall notify the Faculty Member by certified mail explaining that he/she is delinquent in not tendering required membership dues or service fees, specifying the current amount of the delinquency, the period of delinquency and warning the Faculty Member that unless delinquent membership dues or service fees are tendered within thirty (30) calendar days of such notice, the Faculty Member shall be reported to EMU for layoff as provided for in this Article.

b. The Association shall give a copy of the letter sent to the Faculty Member and the following written notice to the Executive Director of Human Resources at the end of the thirty (30) day period set forth in Section a. above:

> The Association certifies that (name of Faculty Member) has failed to tender either the Association membership dues or service fees required as a condition of employment under the Collective Bargaining Agreement and demands that, under the terms of this Agreement, EMU lay off this Faculty Member for one and one-quarter (1¼) days, such days to be selected by EMU.

A copy of such notice shall, at the same time, be submitted via certified U.S. Mail to the Faculty Member by the Association.

c. Within ten (10) working days of receipt of such notice the Executive Director of Human Resources, or his/her designee, shall communicate the Association's request for layoff to the Faculty Member and advise such Faculty Member that he/she must present proof of payment of all back membership dues or service fees owed the Association within ten (10) calendar days of mailing of said notice by EMU (unless otherwise extended by the Association and EMU) or he/she shall be deemed to have refused to make said payment and shall be laid off for one and one-quarter (1¼) days.

d. If the Faculty Member fails to present said proof of payment as herein provided, the Executive Director of Human Resources, or his/her designee, shall, in consultation with the Faculty Member's Depart-

ment Head and/or Dean, determine such day(s) and times the Faculty Member shall be laid off and serve notice thereof on the Faculty Member.

51 2. A Faculty Member's layoff for one and one-quarter (1¼) days, with a corresponding deduction in his/her academic year base salary, shall serve to cancel the entire obligation represented by any and all past, present or future unpaid membership dues and/or service fees for which the Faculty Member is or may be obligated, during the twelve (12) month period encompassing the period(s) for which said membership dues/service fees were unpaid and the Faculty Member laid off. For purposes of this provision, such twelve (12) month period shall be computed commencing with the first (1st) day of the then current academic year and extending through and including the day immediately preceding the first (1st) day of the following academic year. In no instance shall a Faculty Member be laid off for more than one and one-quarter (1¼) days for failure to pay his/her membership dues/service fee obligation for any given academic year as above provided.

52 3. In effecting a Faculty Member's layoff as hereinabove provided, EMU shall lay off said Faculty Member, with corresponding deductions in his/her academic year base salary, for one and one-quarter (1¼) days (i.e. ten (10) hours) in such increments and on such day(s) deemed most convenient for EMU, including non-instructional days, holidays, or any other days and/or hours for which the Faculty Member is scheduled to be compensated by EMU.

53 4. The layoff of a Faculty Member as hereinabove provided shall not be subject to the provisions of Article VIII, Layoff and Recall, Article XVI, Non-Renewal of Probationary Appointments, Suspensions, Terminations and Resignations, or any other provisions of this Agreement deemed inconsistent herewith.

54 L. EMU Save Harmless

The Association agrees to indemnify, protect and save harmless EMU from any and all claims, demands, suits, or other forms of liability, or any and all costs or fees related thereto, by reason of action taken or not taken by EMU for the purpose of complying with the provisions of this Article.

ARTICLE VII. GRIEVANCE PROCEDURE

55 A. Scope

Nothing in this Article VII shall prevent informal adjustment of any complaint and the parties intend that, so far as reasonably possible, such complaints will be resolved between the Faculty Member and the administrative agent of EMU immediately involved. Except as otherwise specifically provided in this Agreement, any grievance of a Faculty Member or group of Faculty Members shall be adjusted as stated in this Article VII. A grievance is defined as a written allegation that there has been a breach, misinterpretation, improper application, or failure to act pursuant to this Agreement.

56 B. Construction

The resolution of a grievance at Steps One and Two shall not add to, subtract from or modify the terms of this Agreement, or serve as a precedent in the

future interpretation or application of the terms of said Agreement, unless done so in writing and approved by EMU's Executive Director of Human Resources and the Association's President, or their respective designees. Any such agreement reached between the Association and EMU shall be binding on the Association, EMU and Faculty Members.

57 In computing any time limit specified under this Article VII, Saturdays, Sundays, holidays, Christmas/New Year Season Days and Act of God days on which the University is officially closed for business will be excluded.

58 C. Basic Provisions

59 1. Any individual Faculty Member or group of Faculty Members may at any time present informal complaints to EMU and have said complaints adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

60 2. The Association's Grievance Officer and EMU's Executive Director of Human Resources shall be provided with a copy of all written grievances, grievance adjustments, grievance withdrawals, grievance denials, notices of appeals, notices of extensions, notices of filing of objections, and all other correspondence exchanged between the Association's and EMU's representatives pursuant to the processing of grievances as herein provided. Said copies shall be provided concurrently with the transmittal of the original correspondence exchanged between the parties' representatives.

61 3. Except as provided in paragraph VII.D. of this Agreement, or unless EMU's Executive Director of Human Resources and the Association's Grievance Officer, or their respective designees, enter into a written waiver and agree to bypass any or all steps of the grievance procedure or agree to proceed directly to arbitration, Steps One, Two and Three of the grievance procedure as set forth in Paragraphs VII.E. through VII.G. of this Agreement shall be pursued to completion before any application for arbitration may be made under Paragraph VII.H.

62 4. No Faculty Member or group of Faculty Members, other than the Association, shall have the right to initiate an arbitration proceeding hereunder.

63 5. At the third step of the grievance procedure and at arbitration hearings, the grievant(s) shall have the right to have legal counsel present at his/her (their) own expense.

64 6. Unless extended by mutual consent of the parties' representatives at the respective steps of the grievance procedure, the time limits specified herein shall be the maximum time allowed. Failure to comply with the time limits on the part of any administrative agent shall permit the grievance to proceed to the next step. Failure to initiate any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall bar further processing of the grievance. Failure to appeal any grievance within the time limits specified herein on the part of the Association or the grievant(s) shall cause the grievance to be resolved on the basis of the last administrative decision concerning the matter(s) at issue and bar further processing of the grievance.

65 7. A Faculty Member who participates in the grievance procedure shall not be subject to discipline or reprisal because of such participation.

66 D. Procedure and Time Limits: Initiation

Either a Faculty Member or group of Faculty Members may initiate a grievance by serving signed written notice of it at Step One to the department head or other designated administrative agent. Such notice shall concisely state the facts upon which the grievance is based, the provisions of the Agreement which have been violated, and specify the relief and remedy sought. Notice shall be filed within twenty (20) days after the Association or the Faculty Member(s) on whose behalf the grievance is filed become aware, or reasonably should have become aware, of the action complained of. If no notice is served in that time, the grievance is barred. In no event will monetary adjustment of a grievance cover a period prior to ninety (90) days before the filing of written notice of the grievance.

67 Except as otherwise stipulated in this Agreement, a grievance may bypass Step One and be initiated at Step Two, provided that the department head, dean, and the Association's Grievance Officer, or their respective designees, agree in writing to waive Step One. Further, a grievance may bypass Step Two and be initiated at Step Three, provided that the dean, the Executive Director of Human Resources, and the Association's Grievance Officer, or their respective designees, agree in writing to waive Step Two.

68 E. Procedure and Time Limits: Step One

Upon receipt of the written grievance, the department head or other designated administrative agent shall promptly arrange a meeting to discuss the grievance with the grievant(s), the Association's Grievance Officer, and such other persons as he/she deems appropriate. This discussion shall be completed within seven (7) days after the required initiation notice is filed. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association's Grievance Officer and the department head, or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory. If there is no adjustment, the department head, or other designated administrative agent, must present his/her reasons for denial of the grievance in writing to the grievant(s). The department head or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) days following the Step One meeting. If within five (5) days of receipt thereof, EMU's Executive Director of Human Resources, or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms of this Agreement, said adjustments shall be deemed null and void and the grievance remanded for further review at Step One. Within seven (7) days of notice of remand, the parties' Step One representatives and the grievant(s) shall complete their review. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures set forth in this grievance procedure.

69 F. Procedure and Time Limits: Step Two

If the grievance is not adjusted at Step One, the Faculty Member or group of Faculty Members or the Association may, within five (5) days of the Step One written answer, appeal the grievance, in writing, to the appropriate dean or other designated administrative agent, setting forth his/her (their) objections to the Step One answer. Upon receipt of the written appeal or at

the signed written notice when initiation is at Step Two, the dean or other designated administrative agent shall promptly arrange a meeting to discuss the grievance with the grievant(s), the Association's Grievance Officer, the department head or other designated administrative agent involved at Step One, and such other persons as he/she deems appropriate. This discussion shall be completed within seven (7) days after the filing of the grievance at Step Two. If the grievance is adjusted at this Step to the satisfaction of the grievant(s), the Association's Grievance Officer and the dean or other designated administrative agent, the adjustment will be reduced to writing, signed by the parties, and a copy provided to each signatory. If there is no adjustment, the dean or other designated administrative agent must present his/her reasons in writing to the grievant(s). The dean or administrative agent shall reduce the adjustment to writing or provide the reasons for denial of the grievance in writing to the grievant(s) within five (5) days following the Step Two meeting. If, within five (5) days of receipt thereof, EMU's Executive Director of Human Resources, or his/her designee, serves the Association's Grievance Officer with written notice of objection to the adjustment on the grounds that the adjustment adds to, subtracts from, or modifies the terms of this Agreement, said adjustment shall be deemed null and void and the grievance remanded for further review at Step Two. Within seven (7) days of notice of remand, the parties' Step Two representatives and the grievant(s) shall complete their review. The grievance shall thereafter be further processed, adjusted or appealed within the timelines and procedures as set forth in this grievance procedure.

70 G. Procedure and Time Limits: Step Three (Review Board)

If the grievance is not adjusted at Step Two, the Faculty Member or group of Faculty Members or the Association may, within five (5) days of the Step Two written answer, appeal the grievance, in writing, through the Office of the Executive Director of Human Resources to the Review Board, setting forth his/her (their) objections to the Step Two answer. The Review Board, which shall consist of not more than three (3) persons designated by EMU and an equal number of persons designated by the Association, shall promptly arrange a meeting to discuss the grievance and the written answers and appeals, or the signed written notice when initiation is at Step Three, with the grievant(s) and such other persons as the Board deems appropriate.

71 This discussion shall be completed within fifteen (15) days after the filing of the appeal of the grievance at Step Three. If the grievance can be adjusted to the mutual satisfaction of the Association and EMU, the adjustment will be reduced to writing and signed by the Association's President and EMU's Executive Director of Human Resources, or their respective designees, within fifteen (15) days of the completion of the discussion. If the grievance is adjusted at Step Three, said adjustment shall be final and binding upon all parties. The disposition of the grievance shall be communicated by the Executive Director of Human Resources, or his/her designee, to the grievant(s), in writing, within seven (7) days after the decision is reached.

72 H. Procedure and Time Limits: Arbitration

If the grievance is not adjusted at Step Three, the Association may submit the grievance to final and binding arbitration. Within ten (10) days of receipt of the Executive Director of Human Resources' written confirmation of the disposition of the grievance at Step Three, the Association's Grievance Officer, or his/her designee, shall notify the Office of the Executive Director

of Human Resources of the Association's intent to submit the dispute to arbitration. Within ten (10) days of receipt of the Association's notice of intent to submit the dispute to arbitration, the Executive Director of Human Resources and the Association's Grievance Officer, or their respective designees, shall meet for the purpose of appointing a neutral arbitrator to arbitrate the dispute. In the event the parties are unable to agree upon the appointment of a neutral arbitrator within the aforementioned ten (10) days, the arbitrator shall be appointed in accordance with the following provisions:

73 The Association shall submit a Request for Arbitration Panel form (R-43) to the Federal Mediation and Conciliation Services' Office of Arbitration Services (FMCS-OAS). Immediately upon the filing of the Request for Arbitration Panel, the FMCS-OAS shall submit simultaneously to each party an identical panel of fourteen (14) arbitrators, at least seven (7) of whom shall be members of the National Academy of Arbitrators, chosen from its Roster of Labor Arbitrators. Together with the submission of a panel of arbitrators, the FMCS-OAS shall furnish to each party a biographical sketch of each member of the panel, including the background, qualifications, experience, and per diem and other fees established by the arbitrators.

74 Each party shall have fifteen (15) days from the date of receipt of said panel of arbitrators in which to cross off any names objected to, number the remaining names indicating the order of preference, and return the list to FMCS-OAS. If a party does not return the list within the time specified, or as extended by the FMCS-OAS, which shall have discretion to approve extensions of up to ten (10) days, all persons named therein shall be deemed acceptable. From among the persons who have been approved on both lists, and in accordance with the designated order of mutual preference, FMCS-OAS shall invite the acceptance of an arbitrator to serve.

75 If the parties fail to agree upon any of the persons named, or if those named decline or are unable to serve, or if for any other reasons the appointment cannot be made from the submitted lists, the FMCS-OAS shall submit simultaneously to each party a second panel of arbitrators, and an arbitrator shall be selected in accordance with the same requirements appertaining to the first panel. If an appointment cannot be made from the second list, the FMCS-OAS shall have the power to appoint an arbitrator from other members of its Roster without the submission of any additional lists, provided that the arbitrator so appointed shall be a member in good standing of the National Academy of Arbitrators and generally experienced in the arbitration of disputes appertaining to faculty in higher education and, if possible, the type and character of dispute at issue.

76 Submission to the FMCS-OAS shall be in writing, with simultaneous written notice to the Office of the Executive Director of Human Resources, and if not submitted and noticed within thirty (30) days after the Association's receipt of written notification of the disposition of the Grievance at Step Three as herein provided, the grievance shall be barred.

77 If the rules and regulations of the FMCS-OAS dated April 15, 1979, are revised, or advocates are included on a panel of arbitrators submitted to the parties or appointed by the FMCS-OAS, or any other provisions pertaining

to said service by the FMCS-OAS as hereinabove provided are not complied with, either party may file written objection with the FMCS-OAS. If said objection is not corrected to the filing party's satisfaction within fifteen (15) days of filing notice of objection, the other party shall be notified and the grievance withdrawn from the FMCS-OAS by the Association and submitted to arbitration, and an arbitrator selected, in accordance with the procedural rules of the American Arbitration Association.

78 Objections as herein provided shall be filed with the FMCS-OAS with simultaneous written notice to the other party, within ten (10) days of the time the party becomes aware, or reasonably should have become aware, of the action objected to. If no objection is served in that time, the objection is barred. In the event the grievance is withdrawn from the FMCS-OAS as hereinabove provided, submission shall be made by the Association to the American Arbitration Association, with simultaneous written notice to the Office of the Executive Director of Human Resources, within ten (10) days of receipt of notice from EMU that its written objection(s) have not been resolved, or twenty (20) days of submission of its own objections to FMCS-OAS. If the grievance is not submitted to the American Arbitration Association and noticed in that time, the grievance shall be barred.

79 All arbitration proceedings initiated hereunder shall be subject to the terms and conditions set forth in Paragraph VII.I. of this Agreement. Further, irrespective of the means by which an arbitrator is selected, said arbitrator shall convene and conduct the hearing, render his/her award, and otherwise conduct the arbitration in accordance with the current Voluntary Labor Arbitration Rules of the American Arbitration Association through its conventional process.

80 I. Procedure and Time Limits: Arbitrator's Decision and Award

The arbitrator shall have no power to add to, subtract from, or modify any of the terms of this Agreement, nor shall he/she exercise any responsibility or function of EMU or the Association. This is not intended to restrict the authority of the arbitrator to the determination of issues of procedural compliance only, and he/she shall have authority to determine substantive questions properly presented in accordance with the terms of the grievance procedure. The decision of the arbitrator shall be final and binding on both parties and may be enforced in any court of competent jurisdiction. The parties to this Agreement shall bear their own expenses individually and share the arbitrator's fee and expenses equally.

ARTICLE VIII. LAYOFF AND RECALL

81 A. General Layoff Provisions

The following procedure shall be followed should EMU determine to reduce the number of Faculty Members within a department or program owing to its curtailment or elimination, owing to a reduction, reallocation, or elimination of financial resources within a department, college or the University, owing to programmatic changes, owing to a bona fide financial exigency, or owing to an enrollment decline or a reasonably anticipated enrollment decline.

82 1. Prior to a final decision by EMU to curtail, merge, reorganize, or eliminate a department or program for reasons other than financial exigency, EMU shall seek the recommendations of the Faculty regarding the need for, and plan for, effecting such curtailment, merger, reorganization or

elimination through the Faculty input procedures specified in Article XIII. If such recommendations are not made to EMU within twenty-five (25) days (as defined in Article VII.B.) of the date they are requested, EMU shall be deemed to have met its responsibility pursuant to this paragraph.

83 2. At the time input is sought pursuant to paragraph A.1. above, EMU shall provide notice thereof to the Association.

84 B. Alternatives to Layoff

85 1. Plan C or Plan C'

The alternatives set forth below shall be utilized before the actual layoff of Faculty Members unless it is agreed not to use either or both (B.1.a. & b.) by a majority of the full-time Faculty Members in a department and EMU. It is further agreed that Plan C or Plan C' may also be utilized for purposes other than averting layoff upon the agreement of EMU and any individual Faculty Member(s).

86 a. Plan C: Distribution of teaching load to include a full-time appointment during either the fall or winter semester as one (1) base semester, and a full-time appointment during the spring term and an equivalent summer term as the other base semester.

87 b. Plan C': Distribution of teaching load to include a full-time appointment during either the fall or winter semester as one (1) base semester, and a half-time appointment during either the fall or winter semester and a full-time appointment during the spring term or an equivalent summer term, as the other base semester.

88 When implementing Plan C or Plan C', a department shall request volunteers from its Faculty to fill the number of alternate appointments necessary to avert layoff. Except as hereinafter provided, if an insufficient number of volunteers is available, assignments within a department to Plan C or Plan C' shall be rotated. EMU may reject the voluntary request of, or exempt from said rotation, any Faculty Member whose assignment to Plan C or Plan C' would be disruptive to a program or have a negative impact on the department's student credit hour production.

89 2. Early Retirement as an Alternative to Layoff

The Early Retirement as an Alternative to Layoff Option as provided for in Article XX shall be made available to Faculty Members in departments and/or programs where EMU has decided to reduce the number of Faculty Members.

90 3. Additional Alternatives to Layoff Available to EMU

In addition to Plan C, Plan C', or Early Retirement as an Alternative to Layoff Option, as described above, EMU may utilize any of the following plans as additional alternatives to layoffs, it being expressly understood and agreed that the decision to avail itself of any, all, or none of these plans, either with regard to any single layoff, group of layoffs, or otherwise, shall be a matter of managerial judgment vested solely and exclusively within the discretion of EMU and shall not, in any instance, be deemed mandatory. The decision not to utilize any of the plans set forth below shall not be subject to review under the grievance and arbitration provisions of this Agreement. A Faculty Member's official notice of appointment shall expressly state when he/she is extended an alternative to layoff as provided hereinbelow.

91 It is further agreed that the following plans may also be utilized for purposes other than averting layoff upon the agreement of EMU and any individual Faculty Member(s).

92 a. Plan C^2

Distribution of teaching load to include less than a one hundred percent (100%) appointment in one (1) year and more than a one hundred percent (100%) appointment in the alternate year.

93 Distribution of each year's appointment may include any combination of the fall, winter, spring and summer terms as is agreeable to the Faculty Member receiving said appointment and EMU. In the computation of the two hundred percent (200%) employment obligation of the Faculty Member during a two (2) year plan C^2 appointment, full-time spring and/or equivalent summer term appointments shall each be credited as twenty-five percent (25%) and full-time fall and/or winter appointments shall each be credited as fifty percent (50%).

94 A Faculty Member appointed on Plan C^2 shall receive one hundred percent (100%) of his/her base salary in each of the two (2) consecutive years. Prior to appointment to Plan C^2, the Faculty Member shall enter into a written agreement with the Provost and Vice President for Academic Affairs on behalf of EMU, specifying the academic terms in which he/she is obligated to teach, the percentage of his/her appointment in each term, what is to happen in the event either party wishes to terminate the agreement prior to the end of the two (2) year period, and such other terms and conditions as EMU may so prescribe.

95 b. Teaching Reassignment

A partial or total teaching reassignment of a Faculty Member to another department, division, program or college, which maintains the Faculty Member in a full-time teaching appointment, may be offered as an acceptable alternative to layoff. Reassignment, in full or in part, to off-campus continuing education, non-credit, and/or post-summer session teaching may also be offered as an acceptable alternative to layoff. Eligibility for promotion, tenure, leaves, and Faculty Research/Creative Activity Fellowships, and accrual of service credit for the purpose of layoff and recall retention priorities shall be calculated as if the Faculty Member were holding full-time assignment in his/her original department. The Faculty Member shall also retain rank and tenure status in his/her original department. During the period of reassignment, the Faculty Member who is reassigned shall be evaluated pursuant to the provisions of Article XV. The Faculty Member shall be returned to full-time assignment in his/her original department in accordance with the recall procedures in VIII.E. below. The Faculty Member's compensation for teaching in the department to which he/she has been reassigned shall be determined by EMU. In addition, the original base salary of the Faculty Member shall be prorated commensurate with his/her teaching responsibilities in his/her original department. Fringe benefits received by the Faculty Member shall be subject to the provisions of Article XIX.

96 c. Partial Replacement of Bargaining Unit Duties

A partial replacement of a Faculty Member's Bargaining Unit duties with other professional duties outside of the Bargaining Unit, [not to exceed fifty percent (50%)] may be offered as an acceptable alternative to layoff. Eligibility for promotion, tenure, leaves and Faculty Research/Creative Activity Fellowships and accrual of service credits for the purpose of layoff and recall retention priorities shall be calculated as if the Faculty Member were continuing as a full-time Bargaining Unit member. The Faculty Member shall be returned to full-time appointment in accordance with the recall procedures in VIII.E. below. The Faculty Member shall retain his/her rank and tenure status, remain in the Bargaining Unit, and receive such fringe benefits as are provided to other Faculty Members. The Faculty Member's compensation for work outside the Bargaining Unit shall be determined by EMU during the period of reassignment. In addition, the original base salary of the Faculty Member shall be prorated commensurate with his/her teaching responsibilities in his/her original department. Fringe benefits received by the Faculty Member shall be subject to the provisions of Article XIX.

97 d. Transfer to a Non-Bargaining Unit Position

The transfer to a non-Bargaining Unit position may be offered as an acceptable alternative to layoff. The Faculty Member's salary and fringe benefits shall be determined by EMU. The Faculty Member shall be returned to full-time service in his/her original department in accordance with the recall procedures in VIII.E. below. Upon return, the Faculty Member shall receive the same rank, tenure status, and credit for years of service held at the time of transfer.

98 e. Reduced Service Appointment

A reduced service appointment may be offered as an acceptable alternative to layoff. The Faculty Member shall receive a reduced salary proportionate to his/her full-time academic year base salary. Eligibility for promotion, tenure, leaves and Faculty Research/Creative Activity Fellowships and accrual of service credits for the purpose of layoff and recall retention priorities shall be calculated as if the Faculty Member were holding full-time appointment. The Faculty Member shall retain his/her rank and tenure status. The Faculty Member shall be returned to full-time appointment in accordance with the recall procedures in VIII.E. below. The Faculty Member shall remain in the Bargaining Unit and shall receive fringe benefits as provided for in Article XIX.

99 Reduced appointments which result from a voluntary agreement between a Faculty Member and EMU in accordance with other provisions of this Agreement shall not be construed to be a reduced service appointment under this provision.

100 C. Layoff Procedures

101 1. Provided that the Faculty Members being retained can carry out the full range of instruction needed, the layoff procedures in 2. below shall be implemented. In the event the remaining Faculty Members cannot carry out the full range of instruction needed, the procedures below shall be implemented to the fullest extent possible.

102 By way of illustration, and not by way of limitation, a Faculty Member shall be deemed unqualified to teach a course and therefore unable to carry out the full range of instruction needed, if he/she does not possess, where appropriate, the necessary license and/or certification that may be required for the course assigned, or if he/she has failed to satisfy at least one (1) of the following conditions:

103 a. Taught the course at least twice in the last five (5) years it has been offered, or

104 b. Been actively engaged in scholarly and/or creative activity within the last two (2) years immediately preceding notice of layoff, at a level commensurate with departmental expectations for a rating of average at the Assistant Professor level as specified in the Departmental Evaluation Document in the specified subject area to which he/she may be assigned.

105 2. Retention Priorities

106 a. Full-time Faculty Members shall have priority for retention over temporary and part-time staff, and priority for retention for teaching assignments over graduate assistants with similar duties in the same department. Such rights shall not extend over graduate assistants who exercise teaching responsibilities in a course for which a Faculty Member has been assigned primary instructional responsibility or graduate assistants in non-teaching assignments, e.g. laboratory assistants/technicians.

107 b. Tenured Faculty Members shall have priority for retention over probationary Faculty Members in the same department or program.

108 c. Between probationary Faculty Members, the Faculty Members with the higher rank shall have priority for retention.

109 d. Between probationary Faculty Members with equal rank, retention priority shall be based on the following criteria, in sequence:

110 (1) Length of service in rank.

111 (2) Highest relevant academic degree.

112 (3) Total length of service at EMU.

113 (4) Date of highest relevant academic degree.

114 e. Between tenured Faculty Members, the Faculty Members with the higher rank shall have priority for retention.

115 f. Between tenured Faculty Members with equal rank, retention priority shall be based on the following criteria, in sequence:

116 (1) Length of service in rank.

117 (2) Total length of service at EMU.

118 (3) Highest relevant academic degree.

119 (4) Date of highest relevant academic degree.

120 g. Tenured Faculty Members who are subject to layoff shall receive at least two (2) semesters notice prior to the effective date of the layoff or pay in lieu thereof. Non-tenured Faculty Members who are subject to layoff shall receive at least one (1) semester's notice prior to the effective date of the layoff or pay in lieu thereof. For purposes of this provision, the spring and summer terms shall constitute one (1) semester. Notice shall be considered timely so long as it is mailed prior to the first (1st) day of the semester of the one (1) or two (2) semester

periods referenced above. The first day of the semester shall be the day designated as the beginning of the semester in the official University calendar. Notice shall be deemed to be received as of the date mailed via certified U.S. Mail.

121 D. Rights While on Layoff

122 1. Members of the Bargaining Unit subject to or on layoff status shall be given preference over new hires in filling vacant positions in the Bargaining Unit for which they are qualified. Appointments to such Bargaining Unit vacancies and rank and salary considerations shall be subject to the provisions of Article XIV. Such Faculty Members shall be considered to be on layoff status from their original departments and shall be eligible for recall to their original departments in accordance with the provisions of Article VIII. E.

123 2. A position held by a Lecturer shall be considered vacant upon the termination of his/her current appointment, when filling positions which are available in the University under the provisions of Article VIII. D. 1. above.

124 3. A Faculty Member's fringe benefits shall expire effective at the end of the month in which he/she is laid off. A Faculty Member who is laid off may, however, continue his/her group medical, dental and life insurance benefits at the full group rate, for a period not to exceed twelve (12) months. Faculty Members electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made in the Staff Benefits Office by no later than thirty (30) calendar days prior to the commencement date of the layoff. If such application and arrangements are not made as herein described, the Faculty Member's medical and life insurance benefits shall automatically terminate as provided above.

125 4. Faculty Members shall pay the full cost of continuing the above-mentioned benefit plans on a calendar year quarterly basis with such liability commencing with the date the Faculty Member is removed from the active payroll and continuing until such time as the Faculty Member returns to the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments thereafter shall be remitted in full to EMU's Staff Benefits Office at least fifteen (15) calendar days prior to the beginning of each succeeding calendar year quarter.

126 E. Recall Procedures

127 1. Non-tenured Bargaining Unit members shall be eligible for recall for one (1) academic year following the effective date of their layoff.

128 2. Tenured Faculty Members shall be eligible for recall for four (4) academic years following the effective date of their layoff.

129 3. A Faculty Member who held a tenured appointment on the date of release by reason of layoff may resume his/her tenured assignment upon recall. The Faculty Member shall receive the same credit for years of service held on the date of layoff, and shall receive at least the same academic year [eight (8) months] base salary he/she received at the time of layoff.

130 4. Recall shall be in inverse order of release provided the Faculty Member being recalled is qualified for the available position.

131 5. Faculty Members shall notify EMU in writing by certified letter each July following their layoff date of their availability for recall. Failure to provide such notice shall release EMU from any obligation to recall the Faculty Member thereafter.

132 6. EMU's obligation to recall a Faculty Member shall be satisfied by sending a certified letter to the Faculty Member at the last address filed with the Office of the Provost and Vice President for Academic Affairs or such other Office as EMU may designate for the retention of Faculty Personnel files. In the event the recalled Faculty Member does not notify EMU by certified mail of acceptance of recall within thirty (30) calendar days of the date of mailing of said notice, the Faculty Member shall be deemed to have refused recall and to have terminated his/her employment with EMU.

133 7. The released Faculty Member's position shall not be filled by a replacement during the period in which the Faculty Member is eligible for recall unless the Faculty Member has been offered reappointment and has declined or has failed to respond as hereinabove provided.

ARTICLE IX. PROFESSIONAL RESPONSIBILITIES OF FACULTY MEMBERS

134 A. Professional Responsibilities

EMU and the Association agree that the primary professional responsibility of Faculty Members is teaching or professional library service supported by active participation in scholarly and/or creative activities (e.g. research) and academic advising. It is recognized that teaching entails a number of particular obligations which Faculty Members are expected to fulfill, including, but not limited to, such obligations as meeting assigned classes, assigning and submitting grades in accordance with established University schedules, and providing such information as corrected class lists as may be required by EMU. Further, EMU and the Association agree that Faculty Members shall have the professional responsibility of reporting all absences from regularly scheduled duties to their department head, participating in committee activities, keeping posted office hours which are scheduled at times most beneficial to students, participating in activities such as orientation and registration, and participating in ceremonial academic functions such as convocations and commencement. In addition, EMU and the Association encourage Faculty Members to participate in professional activities beyond the scope of those encompassed by the terms of this Collective Bargaining Agreement.

135 B. Outside Employment

Supplemental employment is permitted providing:

136 1. It appears that supplemental employment will not interfere with the performance of University duties or impair the effectiveness of the individual as a teacher and a scholar.

137 2. EMU equipment, supplies, materials, or clerical service are not utilized for such outside work.

138 3. Prior to undertaking such outside work, the Faculty Member reports to the department head the nature, extent, and expected duration of such work.

139 Such reports shall be made on forms provided by EMU and shall also be updated at the beginning of each semester or whenever a significant change in outside employment occurs. Reports, including the number of hours and time during which the supplemental employment is to occur, shall be filed with the department head, who shall report the same to the dean or appropriate administrative officer.

140 Should the Provost and Vice President for Academic Affairs determine that the Faculty Member's supplemental employment is not in keeping with the limitations and requirements provided above, the Faculty Member may be requested to end or modify such supplemental employment as a condition of continued employment as a Faculty Member.

141 Termination of a Faculty Member who fails to end or modify supplemental employment pursuant to this section shall be subject to the termination procedure provided for in Article XVI. Section D.

142 C. Work Load

143 1. It is recognized that a full-time teaching position is a full-time job. While it is not possible or desirable to establish the same load or credit hour production for each Faculty Member, it is assumed that a twelve (12) credit hour load is the norm for Fall and Winter semesters and that a six (6) credit hour load is the norm for the Spring and Summer terms. Department heads (consistent with subsection C.5. below) are responsible for structuring schedules to take into account factors for which equivalency credit (towards meeting the twelve (12) credit hour norm) may be considered, such as large sections of a single course; laboratory supervision and planning; supervision of special learning activities (e.g. composition courses, supervision of independent studies and/or thesis/final projects when such studies and/or projects are a significant part of the Faculty Member's work load); graduate courses, where the nature of the instruction requires significantly greater preparation than an undergraduate course carrying the same credits; supervision of field activities such as practice teaching, clinical affiliation, internship, etc.; and, at the same time maintain a level of credit hour production consistent with University responsibility.

144 2. Full-time Faculty Members shall post and regularly hold office hours and be available for student consultation a norm of ten (10) hours per week scheduled with the approval of the department head.

145 3. Work load of teaching Faculty during the Spring and Summer sessions shall be adjusted accordingly.

146 Where it is practical to do so, EMU agrees to provide notice of its intent to appoint Faculty Members to teach during a Spring and/or Summer term, thirty (30) days prior to the beginning of classes. It is understood that notice as herein provided shall not be construed to establish a binding commitment on the part of EMU and such appointment may be reassigned, modified, or cancelled in whole or in part as EMU, in its sole discretion, may so determine.

147 4. The normal full-time work load for library Faculty Members shall be thirty-seven and one-half (37½) scheduled hours per week.

148 5. In implementing the provisions of sub-paragraphs IX.C.1.2., and establishing departmental credit hour equivalencies, there shall be Faculty input in accordance with the procedures of Article XIII.

149 D. Faculty Members shall not be required to be on campus during official University holidays, the Thanksgiving Recess, Winter Recess and Spring Recess.

150 Post-sessions shall not be counted as a part of the Plan C or Plan C' obligation except when necessary to fulfill an equivalent work load requirement for a Fall or Winter semester as defined in Article IX. C.

ARTICLE X. INTERNATIONAL PROJECTS APPOINTMENTS

151 International Projects Appointments are frequently made available to qualified Faculty Members. To encourage Faculty participation in international projects, and to provide for uniform institutional policies/practices with respect to all persons so appointed, the parties are agreed as follows:

152 1. A Faculty Member appointed to an International Projects position shall be transferred from Bargaining Unit to non-Bargaining Unit employment for the duration of his/her appointment.

153 2. As a non-Bargaining Unit employee the Faculty Member shall be subject to such terms and conditions of employment as EMU may establish for the position to which he/she is appointed.

154 3. Upon returning to the Bargaining Unit from an International Projects appointment, the Faculty Member shall be credited with time served on said appointment for the purpose of determining whether he/she possesses the requisite time in rank for consideration for tenure, promotion, Sabbatical Leaves and Faculty Research/Creative Activity Fellowships. The Faculty Member shall otherwise be obligated to satisfy all other eligibility criteria and terms and conditions established for the foregoing employment status, leaves and fellowships.

155 4. Upon the expiration of his/her appointment to an International Projects position, the Faculty Member shall be returned to the Bargaining Unit and his/her former department and position, subject to the limitations set forth in Article VIII, Layoff and Recall, and Article XVI, Non-Renewal of Probationary Appointments, Terminations, Suspensions and Resignations.

156 5. The base salary of a Faculty Member returned to the Bargaining Unit from an International Projects position shall be adjusted as if he/she had not held such position.

ARTICLE XI. LEAVES

157 A. Temporary Disability Leave Days

158 1. Accumulated Temporary Disability Leave Days

Each Faculty Member's accumulated temporary disability leave balance

as of July 1, 1979, shall continue to carry over from fiscal year to fiscal year, except as reduced in accordance with the terms of this Agreement.

159 2. Non-Accumulated Temporary Disability Leave Days

Each Faculty Member on a full-time (100%) academic year appointment shall be granted six (6) temporary disability leave days per fiscal year (i.e. July 1 - June 30). For purposes of this provision, full-time (100%) Plan C and Plan C' appointments shall be deemed equivalent to a full-time (100%) academic year appointment. Temporary disability leave days shall be credited to each Faculty Member at the time of his/her initial appointment and on each July 1st thereafter. Faculty Members on less than a full-time academic year appointment shall receive prorated benefits according to the percentage and the duration of their appointment. As changes occur in either the percentage or duration of the Faculty Member's appointment during the fiscal year, adjustments will be made to reflect the appropriate changes. Unused temporary disability leave days do not accumulate from fiscal year to fiscal year.

160 3. Use of Temporary Disability Leave Days

161 a. Temporary disability leave may be used on any day on which a Faculty Member is scheduled to work.

162 b. All absences due to illness or injury will be debited against the Faculty Member's temporary disability leave credit, regardless of whether or not a substitute is provided. A Faculty Member will be considered absent if he/she fails to appear for his/her regularly scheduled duties because of illness or injury, and his/her temporary disability leave credit will be debited.

163 c. Except as hereinafter provided, a Faculty Member who agrees to substitute for an absent Faculty Member whose temporary disability leave is being debited shall, after the fourth (4th) calendar day of such an absence, be compensated at the rate of $23.00 per credit hour class met or per two (2) lab contact hours met. In those limited instances where it is apparent that a Faculty Member's period of absence due to illness or injury will be of extended duration, the dean may authorize the department head to engage the services of a Faculty Member and compensate him/her at the foregoing rates commencing with the first date of substitution.

164 d. If a Faculty Member is disabled and absent from work because of a compensable accident or injury, i.e. one covered by Workers' Compensation, he/she may elect to utilize his/her temporary disability leave entitlements to cover the monetary difference between his/her full-time salary as of the date of accident or injury, and compensation benefits applicable to the period of disability. The number of hours debited against the Faculty Member's temporary disability leave entitlements shall be limited to that number necessary to cover the above difference, or that amount to which the Faculty Member is then entitled, whichever is lesser.

165 e. For any absence which is chargeable to temporary disability leave benefits, or the central temporary disability leave bank, the Faculty Member may be required to file either a physician's statement or a sworn affidavit that the claim or absence for any of the reasons stated above is bona fide. Until such statement is filed, if requested, all

absences will be considered as lost time and the Faculty Member's pay will be reduced as provided for in L. 6. below.

166 f. Whenever a Faculty Member has used up all of his/her temporary disability leave credits as provided for in Section A. 1. and A. 2. above, and continues to be unable to work because of illness or injury, he/she may apply for salary continuation under the central temporary disability leave bank. The Faculty Member's eligibility to draw upon the central bank shall be subject to the following conditions and limitations:

167 (1) Faculty Members may draw from the central bank only for periods encompassed by the beginning and ending dates of their regular academic year appointments, and the Fall, Winter, Spring or Summer Sessions that they are actually on EMU's active payroll, and only after the exhaustion of all temporary disability leave entitlements accrued or granted in accordance with the provisions of Sections A. 1. and A. 2. above.

168 (2) Maximum withdrawal of disability leave days from the central bank for any one (1) period of disability or in any one (1) fiscal year shall be based upon each Faculty Member's length of service with EMU as a regular Faculty Member, as follows:

169

Length of Service	*Maximum Number of Days Available*
Less than one year	10
Over 1 year, less than 2	20
Over 2 years, less than 3	30
Over 3 years, less than 4	40
Over 4 years, less than 5	50
Over 5 years	65

170 (3) Application for use of the central temporary disability leave bank must be in writing and shall include the specific nature and duration, or expected duration, of the disability. A physician's statement confirming the disability may be required by EMU in support of the application. A standard application form is available in the Staff Benefits Office.

171 Effective July 1 of each year the central temporary disability leave bank shall be reestablished at a level of three hundred (300) days. Should the central temporary disability leave bank be exhausted during any fiscal year, EMU and the Association shall meet in a Special Conference to consider the possibility and method of replenishing the bank.

172 g. Temporary disability leave days as provided in Section A.1. and A.2. above, may be utilized by a Faculty Member for illness or injury of a member of his/her immediate family, subject to the following limitations:

173 (1) Such use shall be limited to three (3) days for any particular incident of illness or injury up to a maximum of six (6) days in any fiscal year.

174 (2) "Immediate family" for purposes of this provision shall be interpreted as husband, wife, father, mother, children, sister, brother,

mother-in-law, father-in-law, and grandparents. Normally, requests for the above shall be made in advance to the department head. The central temporary disability leave bank shall not be utilized for the foregoing purposes.

175 h. Disabilities resulting from pregnancy or childbirth shall be treated the same as other disabilities for purposes of this provision.

176 i. The University shall make available to each Faculty Member on a monthly basis a record of his/her accumulated temporary disability leave. This information is available in departmental offices.

177 j. Temporary disability leave days and central temporary disability leave bank days shall be debited in one (1) day increments, except in such cases where the Faculty Member was able to attend his/her scheduled classes, professional committee meetings and/or perform other professional assignments such that the department head determines the professional services rendered by the Faculty Member to be equivalent to one-half (½) day's work and so approves the debiting of the Faculty Member's temporary disability leave account or the central temporary disability leave bank on that basis.

178 B. Medical Leave

179 1. A Faculty Member who has exhausted his/her entitlement to the benefits provided for in Section A. above will be removed from the payroll and, upon proper application, placed on unpaid medical leave for a period of up to one (1) semester.

180 2. A Faculty Member unable to work because of illness or injury and who has been placed on medical leave as provided for in paragraph B. 1. above may request an extension of said leave. If approved by EMU, said extended medical leave shall be without pay for a period of up to one (1) semester. Said leaves may be further extended at EMU's discretion for additional periods of up to one (1) semester, not to exceed a total of two (2) full years.

181 3. EMU may require the Faculty Member to submit a statement from his/her physician in support of any request for medical leave, and of any such leave extension or request by the Faculty Member to return to work.

182 C. Family Care Leave

183 1. In cases of family need, including but not limited to the birth of a child, the adoption of a minor child, or the long-term illness (physical or mental) of a minor child or other member of the immediate family as defined in A. 3. g. (2) above, a Faculty Member may apply for a leave without pay for one (1) semester, or a reduced appointment for a period of up to two (2) semesters, at a rate of compensation proportional to the rate of his/her regular appointment.

184 2. Such leave may be renewed but the total leave time shall not exceed twelve (12) months.

185 D. Personal Business Leave

Each Faculty Member shall be granted up to two (2) days each fiscal year for the purpose of attending to personal business that cannot be attended to at a time not in conflict with his/her professional responsibilities.

186 Personal business days shall be credited to each Faculty Member at the time of his/her initial appointment and on each July 1st thereafter. Such days shall be non-accumulative and shall be separate from and in addition to the six (6) temporary disability days provided for in Section A. 2. above.

187 Personal business leaves shall be approved in one (1) day increments, except in such cases where the Faculty Member completes his/her personal business in less than one (1) day and is able to attend his/her scheduled classes, professional committee meetings and/or perform other professional assignments such that the department head determines the professional services rendered by the Faculty Member to be equivalent to one-half (½) day's work and so approves the debiting of the Faculty Member's personal leave account on that basis.

188 E. Bereavement Leave

A Faculty Member shall be allowed up to three (3) days with pay, to attend the funeral of a member of his/her immediate family as defined in A. 3. a. (2) above.

189 A Faculty Member who wishes to attend the funeral of someone outside of his/her immediate family may take one-half (½) day with pay, with the permission of the department head. In either case, time taken beyond these specified amounts will be charged against the Faculty Member's temporary disability leave.

190 F. Jury Duty

Faculty Members shall suffer no loss in compensation when called to perform jury duty service. EMU shall pay the difference between jury compensation and the Faculty Member's regular EMU compensation. When a Faculty Member is temporarily excused from jury duty service, he/she is expected to return to work.

191 G. Professional Leave

192 1. A professional leave without pay may be granted under appropriate circumstances. While such leaves will ordinarily involve the Faculty Member's pursuit of an activity or activities related to his/her discipline and/or area of specialization, professional leaves may also be granted for purposes adjudged by EMU to be mutually beneficial to the Faculty Member and the University.

193 2. To be eligible for a professional leave without pay, a Faculty Member shall have two (2) years of continuous full-time service at EMU since a previous leave. Under unusual circumstances, the requirement of two (2) years continuous full-time service may be waived by the President. The Faculty Member shall submit a written application to his/her department head stating the reasons for the leave, the period of absence, and the date of return.

194 3. A professional leave without pay may be granted for the Fall semester, the Winter semester, or for a period of time not to exceed twelve (12) months.

195 H. Exchange Professorship Leave

196 1. Definition

Two (2) Faculty Members, one from EMU and the other from a school system, two-year or four-year institution, may agree to exchange

teaching and learning environments for not less than one (1) semester and not more than twelve (12) months.

197 2. Title

The Faculty Member from the other location and the Faculty Member from EMU shall be referred to as "Exchange Professors" for the duration of the exchange.

198 3. Requirements

Each Exchange Professor must meet the minimum requirements of employment at the institution to which he/she is going. Both the institutions and the Exchange Professors must agree in writing to the exchange and its conditions. The EMU Exchange Professor must be tenured. EMU may withhold its consent if it believes such an exchange is not in the best interest of EMU.

199 4. Duties

The Exchange Professors shall be expected to complete all conditions agreed to at the time of the formal exchange agreement, unless prevented by accident or other unforseeable circumstances, and to abide by the specific duties, regulations, and policies appertaining to the exchange roles at the respective institutions.

200 5. Remuneration

The Exchange Professor from EMU shall be paid by EMU during the exchange the same compensation as if he/she were performing his/her normal duties at EMU. While on an Exchange Professorship, the EMU Faculty Member shall be covered by all of the terms of the current Agreement between the Association and EMU. The Exchange Professor coming to EMU from another location shall receive no additional compensation from EMU for performing the work normally done by the incumbent, except for additional work such as extension teaching, conducting workshops, etc.

201 6. Return After Exchange

A Faculty Member on an Exchange Professorship shall agree to return to service with EMU for two (2) semesters in the year immediately following expiration of his/her leave, unless the President specifically waives or defers this obligation.

202 7. Expenses

The Exchange Professors shall assume full responsibility for all expenses incurred either during their relocations or their stays at the respective institutions.

203 8. Conditions

Time spent as an Exchange Professor shall count toward meeting the time limits for promotion and eligibility for Faculty Research/Creative Activity Fellowships and Sabbatical Leaves.

204 I. Military Leave

205 1. In cases of Faculty Members who enter active military service of the United States, or civilian services of the United States which are an essential part of the national defense program, the following provisions shall be applicable.

206 a. In all such cases, an application for leave shall be presented through normal administrative channels to the Board of Regents and shall be considered by the Board in accordance with established policies. The application shall include a full statement of the facts of the case. Leaves shall not exceed one (1) year at a time. In the event renewals are desired, they may be requested through the proper channels either by the Faculty Member or the appropriate administrative head acting on his/her behalf.

207 b. Upon termination of duty with the government, EMU will reinstate the Faculty Member unless in the meantime fundamental changes have taken place which prohibit reinstatement. Because of the necessity of carrying on the essential functions of EMU and the consequent necessity of filling essential positions during periods of leave of absence, there can be no guarantee of reinstatement in the same capacity as that held at the time of entering the governmental service but, so far as possible, reinstatement will be in a position comparable to the Faculty Member's former position.

208 2. A Faculty Member who has completed six (6) months of service at EMU and who is ordered to active duty during an academic period in which he/she is scheduled to work shall, at his/her request, be granted military leave to engage in a temporary tour of duty with the National Guard of any recognized branch of the United States Military Service, not to exceed fifteen (15) working days in any calendar year. Such leave shall be credited as continuous service. If the Faculty Member's military pay is less than his/her regular EMU salary, EMU will pay the Faculty Member the difference.

209 J. Political Leave

A political leave without pay may be granted upon request of any Faculty Member who has been nominated, elected or appointed to a local, state, or national office, for a period not to exceed twelve (12) months. A Faculty Member may request an extension of such leave for the term of office.

210 K. Exceptional Need Leaves

211 1. A leave without pay may be granted a Faculty Member for valid personal reasons of an exceptional nature.

212 2. Such leaves may be for periods of up to one (1) semester and may be extended for periods not to exceed twelve (12) months.

213 L. Leave Conditions

214 1. Approval of Leaves

215 a. Temporary disability leave, personal business leave, bereavement leave, jury duty leave and military leave under paragraph I. (2) above, require administrative approval, which approval shall be given in all instances where the terms and conditions of this Agreement have been satisfied. Where practicable, the Faculty Member shall provide his/her department head with advance notice of the need to utilize said leaves. Said notice shall be framed with sufficient particularity to advise the department head of the reason for the absence and to establish its compensable nature under the terms of this Agreement. If advance notice is not practicable, the Faculty Member shall provide

said notice to the department head or his/her designee at the earliest opportunity and not later than twenty-four (24) hours after the Faculty Member's return to work. The department head may require said notice to be in writing.

216 If a Faculty Member's absence is determined to be not compensable under the terms of this provision, it shall be regarded as lost time and the Faculty Member's pay reduced as provided for in L. 6. below.

217 In those instances where the department head decides that the Faculty Member's absence is to be regarded as lost time, he/she shall advise the Faculty Member of same in writing within twenty-four (24) hours of his/her decision. The department head's notice to the Faculty Member shall be framed with sufficient particularity to advise the Faculty Member of the reasons for said decision.

218 Within five (5) work days of the filing of any grievance alleging a violation of the provisions of this Article XI, a Step II grievance hearing shall be held in accordance with the provisions of Article VII. If the grievance cannot be resolved at Step II the grievance may be appealed to Step III in which case a hearing shall be convened within five (5) work days of filing notice of appeal.

219 b. Except as otherwise provided hereinabove, leaves shall be subject to advance approval of the respective administrative heads and the Board of Regents who, in their sole and exclusive discretion, may approve or deny said leaves.

220 2. Time Limits

221 a. Where practicable, applications for Family Care, Professional, Exchange Professorship, Political, Exceptional Need, and Military Leaves under paragraph I. (1) above, or extensions thereof, shall be submitted at least ninety (90) calendar days before the beginning of the semester the leave, or extension thereof, is desired to commence.

222 b. Where practicable, the Faculty Member shall be notified in writing within sixty (60) calendar days of submitting an application for a leave, or extension thereof, of the approval or denial of his/her application.

223 3. Effect of Leaves on Applications for Tenure, Promotion, Sabbatical Leaves and Faculty Research/Creative Activity Fellowships

Time spent on leave without pay will not be counted in determining whether the Faculty Member meets the time limits for promotion and tenure, or eligibility for Sabbatical Leaves or Faculty Research/Creative Activity Fellowships, except in the case of a Faculty Member who has received a professional leave. A Faculty Member who receives a professional leave may have a maximum of one (1) year counted for the foregoing purposes, provided prior approval is obtained from the department head.

224 4. Return from Leave

In those cases where a Faculty Member's leave expires during a semester in which he/she is scheduled to work, and the Faculty Member does not return by the date his/her leave expires, the Faculty Member shall be considered to have voluntarily resigned, except in those verifiable limited situations where the Faculty Member was prevented from returning by

circumstances (e.g. Acts of God, emergency hospitalization, etc.) beyond his/her control. In those cases where a Faculty Member's leave expires at the end of a semester, and the Faculty Member does not return by the beginning of the semester he/she is next scheduled to work, he/she shall be considered to have voluntarily resigned. Exceptions may be made by EMU.

225 5. Fringe Benefits

A Faculty Member who has been granted an unpaid leave may request the continuation of his/her medical, dental, and life insurance benefits and, where applicable, long-term disability benefits, at the full group rate, for a period not to exceed twelve (12) months or as otherwise provided in the University's group benefit plans. Faculty Members electing to continue such benefits shall pay the full cost of such continued benefits. Proper application and arrangements for the payment of such continued benefits must be made in the Staff Benefits Office by no later than thirty (30) calendar days prior to the commencement date of the leave. If such application and arrangements are not made as herein described, an employee's medical, dental, and life insurance benefits shall automatically terminate upon the effective date of his/her unpaid leave as indicated in Article XIX. Fringe Benefits, C.8.

226 Faculty Members shall pay the full cost of continuing the above-mentioned benefit plans on a calendar year quarterly basis with such liability commencing with the date the Faculty Member is removed from the active payroll and continuing until such time as the Faculty Member returns to the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments thereafter shall be remitted in full to EMU's Staff Benefits Office at least fifteen (15) calendar days prior to the beginning of each succeeding calendar year quarter.

227 6. Compensation Deductions for Absences

For each day a Faculty Member is absent from work and not otherwise eligible for compensation during the period of said absence, the University shall deduct one-fifth (1/5th) of one (1) week's salary for each day of absence. Prorata adjustments may be made for absences of less than one (1) day as hereinabove provided.

228 7. Status During and After Leave

The base salary of a Faculty Member on leave shall be adjusted as if he/she is not on leave. All members of the Bargaining Unit who take any leave described in this Article shall continue to be deemed Faculty Members and such leaves shall not cause their employment status to be impaired, except as otherwise provided in this Agreement.

ARTICLE XII. SABBATICAL LEAVES AND RESEARCH/ CREATIVE ACTIVITY FELLOWSHIPS

229 A. Sabbatical Leaves

230 1. Sabbatical Leaves are granted for special study, research and/or writing, or other projects which will enhance the usefulness of the person to the

institution, perform a service on the local, state, national or international level, and/or bring prestige to the University.

231 2. The President, with the authority of the Board of Regents, shall determine the number of Sabbatical Leaves to be granted each year and shall grant such leaves to Faculty Members.

232 3. A Faculty Member shall have the choice of applying for a leave of one (1) semester at full salary or two (2) semesters at one-half (½) salary. During a Sabbatical Leave the Faculty Member's contract with EMU shall remain unimpaired.

233 4. Regulations Governing Sabbatical Leaves

234 a. An applicant shall have served at least twelve (12) semesters of regular full-time employment with EMU since his/her initial appointment or since a previous Sabbatical Leave. The elapsed semesters need not be consecutive, but no more than two (2) semesters will be counted from any one (1) fiscal year.

235 b. If a Faculty Member's ranked position by the Screening Committee is bypassed by EMU because it is determined that his/her absence cannot be accommodated by the department because of staffing needs, and the Sabbatical Leave is granted in a subsequent year, the minimum twelve (12) semester period required between applications shall be reduced by the number of semesters of postponement.

236 5. Procedures

Applications for Sabbatical Leaves for either semester shall be submitted to department heads not later than October 15th of the academic year preceding the anticipated leave in accordance with established University procedures. Applicants for Sabbatical Leaves shall be notified in writing no later than March 1st of the academic year preceding the anticipated leave as to the recommended disposition of their applications.

237 B. Faculty Research/Creative Activity Fellowships

238 1. In addition to the Sabbatical Leaves granted under Section A. above, EMU shall provide Faculty Research/Creative Activity Fellowships in direct support of research and/or creative activities, thereby recognizing that such activities are essential components of graduate level programs and an important element of professional growth and development affecting the quality and prestige of all programs.

239 2. Faculty Research/Creative Activity Fellowships may include partial or full released time at full or partial salary as well as equipment, supplies, and travel allowances for the purpose of encouraging scholarly professional achievement and for the mutual benefit of the University and the Faculty Member.

240 3. The level of funding for Faculty Research/Creative Activity Fellowships shall be established by the President with the authority of the Board of Regents. Funds will be administered by the Provost and Vice President for Academic Affairs.

241 4. Departments in which Faculty Research/Creative Activity Fellowships have been received may replace with temporary help that portion of faculty released time covered by Fellowship grants.

242 5. Faculty Members whose applications for Faculty Research/Creative Activity Fellowships are not approved and who desire a semester's leave of absence for study or professional activities may request temporary use of Plan C, provided EMU determines such arrangement can be accommodated within scheduling and program limitations.

243 C. Applications

Applicants will be required to submit only one (1) copy of this application. Applications for Sabbatical Leave and Faculty Research/Creative Activity Fellowships shall include:

244 1. The presentation of a definite plan for the scholarly use of the Sabbatical Leave or Faculty Research/Creative Activity Fellowship.

245 2. An indication of the specific semester(s) for which the leave or fellowship is requested.

246 3. A description of any fellowship and/or grant pending or secured at the time of application.

247 4. The applicant's agreement to return to service with EMU for two (2) semesters in the year immediately following or to reimburse to EMU an amount equal to the cost of the salary and fringe benefits paid by EMU during the applicant's leave or fellowship, unless this obligation is specifically waived or deferred by the President. In cases of death, accident or illness causing the Faculty Member to be unable to return, this obligation shall be waived.

248 5. An authorization for EMU to withhold the Faculty Member's pay in accordance with the provisions of XII. E., below.

249 D. Screening Committee

A broadly representative screening committee, consisting of six (6) Faculty Members, one (1) academic dean, and two (2) academic department heads appointed by the President upon the recommendation of the Provost and Vice President for Academic Affairs, shall have the following duties:

250 1. Review and rank all applications for Sabbatical Leaves and Research/Creative Activity Fellowships and transmit the findings to the Provost and Vice President for Academic Affairs who shall review them and make his/her recommendation to the President.

251 2. Make an annual report containing an account of the operation of the Sabbatical Leave and Research/Creative Activity Fellowship program during the preceding fiscal year, and recommendations concerning any matter relevant to the program, a copy of which shall be made available to the Association.

252 E. Report of Project Activities and Results

By the end of the semester in which a Faculty Member returns from Sabbatical Leave or a Research/Creative Activity Fellowship the Faculty Member shall submit a report to the Screening Committee detailing his/her project activities and results. In the event the Faculty Member fails to submit the aforementioned report his/her pay shall be withheld until such time as the Sabbatical Leave or Research/Creative Activity Fellowship report is filed. It shall be the responsibility of the Chairperson of the Screening Committee to report a Faculty Member's failure to submit the required

report to the Provost and Vice President for Academic Affairs for appropriate action. Exceptions to this provision may be made by EMU.

253 F. Reimbursements

Reimbursements to EMU as hereinabove provided, shall be made on or before the date on which the Faculty Member was previously scheduled to return and/or reassume his/her employment status at EMU. Reimbursements not remitted to EMU in full by said date shall be considered to be in default and EMU may enforce the obligations specified herein by a civil action for damages or such other remedies as may be available to it at equity or law.

ARTICLE XIII. FACULTY COMMITTEES

254 A. Recognizing the necessity for meaningful Faculty involvement in the areas of selection and evaluation of Faculty Members, curriculum development, and utilization of financial resources, the following procedures for involvement of Faculty shall be used.

255 B. Department and College Committees

256 1. There shall be in each department, college or division, including the Center for Educational Resources, a system providing for Faculty input in the areas of personnel, instruction, and finance.

257 2. It is understood that existing structures established under the terms of the 1974 and 1976 Agreements are acceptable insofar as they are consistent with the terms of the present Agreement.

258 3. Existing structures may be reviewed and changes made subject to approval on a secret ballot by a majority of the Bargaining Unit members in the department, college, division or center concerned, subject to subparagraph 4. below.

259 4. Changes at the department level must be submitted through the appropriate college level structure, and approved by the dean or equivalent administrative agent. Changes at the college level must be approved by the Provost and Vice President for Academic Affairs. After the dean or the Provost and Vice President for Academic Affairs receives a proposed change, a statement of approval or reasons for disapproval will be returned within thirty (30) days of receipt of the proposed change.

260 C. The Faculty Council shall provide Faculty recommendations to the Provost and Vice President for Academic Affairs on instructional matters including admissions, advising, withdrawals and incompletes, grading, attendance, Basic Studies, Continuing Education, Research, and other instructional matters affecting more than one college.

261 The Faculty Council shall consist of fifteen (15) Faculty Members: six (6) from the College of Arts and Sciences, two (2) from the College of Business, three (3) from the College of Education, two (2) from the College of Human Services, one (1) from the College of Technology, and one (1) Faculty Member representing the CER, to be elected by their respective constituencies, and the Provost and Vice President for Academic Affairs, or his/her designated representative, as an ex-officio member.

262 The Faculty Council and the Provost and Vice President for Academic Affairs shall mutually agree to any modification of the established system for providing recommendations and operational guidelines.

263 D. In all sections of this Agreement calling for Faculty input, it is understood that such input will be through the structures developed in XIII. B. and C. above.

264 E. Standing Committee on Departmental Evaluation Documents, Systems and Guidelines

265 1. A Standing Committee consisting of three (3) Faculty Members selected by the Association and three (3) representatives selected by EMU, shall be appointed and in place by no later than November 20, 1982 to evaluate and approve all modifications of existing and/or new Departmental Evaluation Documents, Systems and Guidelines for the establishment of standards to measure professional performance and development required for each evaluation criterion in Article XV., Section B., for appointment, reappointment, promotion, and tenure. All recommended modifications of Departmental Evaluation Documents, Systems and Guidelines for existing, new and/or merged departments must be submitted to the Standing Committee no later than March 1 in order to be applicable for the next academic year cycle of appointments, reappointments, promotions, and grants of tenure.

266 2. Departments without criteria for appointment, reappointment, tenure and promotion shall develop and submit to the Standing Committee, guidelines for the standards of measurement as provided for in paragraph 1. above, on or before December 15, 1982. Documents received by the Committee shall be dated when received, evaluated in that order and, if necessary, returned to the department within one (1) week of receipt for any revisions which are indicated. Applicants from departments which fail to have Departmental Evaluation Documents approved by December 21, 1982 shall be evaluated against such standards as the University may deem appropriate.

267 3. The recently merged departments of Leadership and Counseling, Teacher Education, Business and Industrial Education and Marketing shall further be required to develop and submit to the Standing Committee new Departmental Evaluation Documents, Systems and Guidelines on or before March 1, 1983 to be applicable for the 1983-84 academic year. Pre-merger documents, systems and guidelines shall be of no force and effect beyond August 31, 1983.

ARTICLE XIV. FACULTY APPOINTMENTS, REAPPOINTMENTS, TENURE AND PROMOTION

268 A. Appointments and Reappointments

269 1. General Provisions

270 a. The terms and conditions of every appointment and/or reappointment to the Faculty shall be stated in writing and a copy provided to the Faculty Member. Any subsequent extensions or modifications of an appointment and/or reappointment and any special understandings shall also be in writing and a copy provided to the Faculty Member.

271 b. Full-time Bargaining Unit employees whose principal responsibility is teaching and/or professional library service shall be appointed to the rank of Instructor, Assistant Professor, Associate Professor or Professor.

c. Full-time non-Bargaining Unit employees (e.g. Lecturers) whose principal responsibility is teaching and/or professional library service may be appointed for a total duration of two (2) years, except as otherwise provided in this Agreement.

d. Non-Bargaining Unit employees (e.g. Lecturers) appointed to replace Faculty Members who are on leave of absence, to replace Faculty Members assigned to grants who themselves remain in the Bargaining Unit, or to replace Faculty Members who have left the Bargaining Unit to accept International Projects Appointments may be appointed as replacements, without limitation.

e. Faculty rank in any department shall be granted to a non-Bargaining Unit employee only after providing for the input of the Faculty Members of the department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.

f. Appointments to the Bargaining Unit shall be probationary, i.e., working toward academic tenure, or tenured, i.e., holding indeterminate academic tenure.

g. In the event an appointment shall be made in any department without the consent of a majority of Faculty Members in that department, the action may be the subject of a grievance on the basis that the appointee is not academically qualified, does not meet the published description of the position, or does not meet the appointment criteria set forth in the Departmental Evaluation Document.

h. Recommendations for appointment will be made pursuant to the system as specified in Article XIII, and only after careful professional review.

i. Recommendations for appointment shall be forwarded, in order, to the department head or the appropriate administrative agent, the dean of the college, the Provost and Vice President for Academic Affairs, the President and the Board of Regents, for approval or disapproval. In the event of the disapproval of any recommendation, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations.

j. Criteria and procedures to be considered in making decisions regarding applications for reappointment are set forth in Article XV.

2. Probationary Appointments

a. A probationary appointment shall be for one (1) year, subject to renewal or non-renewal by EMU at its expiration date.

b. The number of probationary appointments which must be served before a Faculty Member may be granted tenure shall depend upon the rank at which the initial appointment was made, as follows: Professor, two (2) years; Associate Professor, three (3) years; Assistant Professor, four (4) years; Instructor, five (5) years. If notice of non-renewal and denial of tenure is not given prior to the end of the periods set forth in Article XVI, the Faculty Member's appointment shall be extended for an additional year, during which time a decision to grant or deny tenure shall be made.

c. Service as a part-time or full-time employee outside the Bargaining

Unit (e.g. Lecturers) shall not be considered as satisfying the required probationary periods specified in this section, except as otherwise provided in this Agreement.

284 d. A non-Bargaining Unit employee not previously a member of the Bargaining Unit but who has Faculty rank at EMU and is transferred into the Bargaining Unit, shall be considered as a probationary employee for a period of time consistent with his/her rank. This requirement may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.

285 e. A non-Bargaining Unit employee who was previously a member of the Bargaining Unit and who transferred out of the Unit while a probationary employee shall, if returned to the Unit, have a probationary period consistent with his/her rank less the period of time previously served as a probationary employee in the Unit, except that such probationary period shall not be less than two (2) years. The probationary period may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.

286 f. Service as a member of the teaching Faculty with a primary appointment as an Instructor, Assistant Professor, Associate Professor, or Professor prior to the certification of the agent shall be considered as previous membership in the Bargaining Unit.

287 3. Appointments Outside of Currently Assigned Department

A Faculty Member who applies for a position in a department other than the department in which he/she is currently assigned (i.e., a department other than that in which he/she currently holds rank and tenure or is working toward tenure), is eligible for consideration for employment in such other department the same as applicants from outside the University and shall be subject to the appointment procedures as specified in this Agreement, except in the case of a Faculty Member who is subject to layoff or on layoff status, who shall have preferential status as specified in Article VIII.

288 Rank and tenure status may be granted consistent with the appointment procedures provided for in this Agreement, subject to approval by EMU as herein provided, except that any such appointment with a tenure date prior to the date of appointment in the "new" department shall require the specific approval of both a majority of the Faculty in the "new" department and approval of EMU at each review level.

289 4. Tabulation of Duration of Appointments

To earn a full year of service/rank credit for the purposes of tenure, promotion, eligibility for Sabbatical Leave or Faculty Research/Creative Activity Fellowships, etc., a Faculty Member must be on a 100% appointment for a minimum of thirty-two (32) weeks during the regular Fall/Winter Semesters or while serving on a formal appointment under Plan C or Plan C'. Faculty Members who work less than thirty-two (32) weeks during the regular Fall/Winter Semesters or while serving on a formal appointment under Plan C or Plan C', or whose appointment is

less than 100 %, shall have their service/rank credit proportionately reduced. A Faculty Member shall not earn more than one (1) full year's service/rank credit during any twelve (12) month period commencing September 1 through and including August 31. Within these general guidelines, Faculty Members shall, except as otherwise provided in this Agreement, be accorded service/rank credit, as follows:

290

Creditable	*Non-Creditable*
Service on grants directly related to the Faculty Member's discipline.	Time spent on unpaid leaves except as provided for in Article XI.
Released time as provided for under Article V.	Service on grants not directly related to the professional field in which the Faculty Member is employed by the University.
Time spent on Sabbatical Leaves or Faculty Research/Creative Activity Fellowship Leaves.	
Other time spent on leave where service/rank credit is approved by EMU.	

291 B. Tenure

292 1. The primary purpose of academic tenure originally and presently is the preservation of academic freedom. That freedom, protected by a sufficient degree of economic security to make the profession attractive to men and women of ability, is essential if the professor and thereby the University is to fulfill the function of being that agency in society devoted to the search for and exposition of truth. At Eastern Michigan University academic tenure is awarded to a Faculty Member only after he/she has proven herself/himself to be a worthy member of the University community.

293 2. Appointments with tenure will be permanent and continuous and may be terminated only for a reasonable and just cause, except in the case of retirement for age (Article XX), medical disability (Article XI), or layoff (Article VIII).

294 A non-Bargaining Unit employee who has Faculty rank at EMU and who has been previously granted tenure while a member of the Bargaining Unit shall, if returned to the Bargaining Unit, have his/her tenure recognized.

295 3. The tenure restrictions provided in this Agreement shall not apply to non-Bargaining Unit employees holding tenure as of the effective date of this Agreement.

296 4. There shall be no arbitrary establishment of a fixed proportion of tenured to non-tenured Faculty Members in the University or any division thereof.

297 5. Criteria and procedures to be considered in making decisions regarding applications for tenure are set forth in Article XV.

298 C. Promotion

299 1. It is recognized that in certain academic disciplines attainment of specific degrees or prescribed numbers of credit hours may be less directly related to professional performance than in others. Academic attainment is

stated below in terms of minimum degrees and credit hours. However, Faculty committees may establish appropriate professional equivalencies for each of the academic requirements indicated below, subject to the approval of the Provost and Vice President for Academic Affairs. These established equivalencies shall be respected by all persons evaluating an applicant for promotion.

300 **Instructor**

Master's degree or equivalent preferred; at least a Bachelor's degree plus twelve (12) hours of graduate credit or equivalent.

301 **Assistant Professor**

Two (2) years as an Instructor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional eighteen (18) hours of graduate credit or equivalent.

302 **Associate Professor**

Four (4) years as an Assistant Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional thirty-six (36) hours of graduate credit or equivalent.

303 **Professor**

Five (5) years as an Associate Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional sixty (60) hours of graduate credit or equivalent.

304 In each of the above instances, only years in rank at Eastern Michigan University shall be considered.

305 2. There shall be no arbitrary establishment of a fixed proportion of Faculty ranks in the University or any division thereof.

306 3. Criteria and procedures to be considered in making decisions regarding applications for promotion are set forth in Article XV.

ARTICLE XV. EVALUATION CRITERIA AND PROCEDURES FOR REAPPOINTMENT, TENURE AND PROMOTION

307 A. Each department shall conduct Faculty evaluations using procedures, techniques and criteria specified in its Departmental Evaluation Document developed and/or subsequently modified in accordance with the Faculty input system as provided for in Article XIII. The results of these evaluations shall be considered in making reappointment, tenure and promotion decisions.

308 B. Criteria

309 1. Instructional Effectiveness

310 a. The required and most important criterion is instructional effectiveness. The teaching faculty shall give evidence of ability and commitment to lead students of varying capacities into a growing understanding of the subject matter, tools, and materials of their disciplines. The Faculty Member shall demonstrate his/her continuing concern for instructional effectiveness through methods of presentation and evaluation of students. In support of teaching effectiveness, a Faculty Member must maintain a high level of knowledge and expertise in his/her discipline or area of specialization. In the case of non-teaching and

library faculty, satisfactory professional performance shall be the equivalent of instructional effectiveness.

311 b. Evaluation techniques for all Faculty Members include, but are not limited to, self-evaluation, classroom visitations, student evaluations of teaching, department head evaluation, peer evaluations, and assessment of academic advising of students.

312 2. Scholarly and/or Creative Activity

313 a. A Faculty Member shall give documented evidence of the advancement of the corpus of insight and/or knowledge in his/her discipline or area of specialization by scholarly investigation (e.g. research) and/or creative activity, and of its publication or other dissemination in one of the following ways:

314 (1) In the classroom; or

315 (2) Among practitioners in his/her discipline; or

316 (3) Among a wider community.

317 b. By the phrase ". . . advancement of the corpus of insight and/or knowledge . . ." it is intended that the Faculty Member shall utilize his/her expertise to address problems in his/her discipline or area of specialization through scholarly and/or creative activity which *clearly advances* the discipline, i.e., contributes to the knowledge base of the discipline, through:

318 (1) Scholarly investigation, creative activity and/or research of an original and/or previously unreported nature; or

319 (2) Applied research, investigation, or scholarly analysis of existing research, information, and creative endeavors resulting in the development of new data, information, applications, and/or interpretations.

320 Except as hereinafter provided, professional development shall not be an acceptable substitute for scholarly/creative activity.

321 In recognition of the need to encourage the retraining of Faculty to assume professional responsibilities in areas where available expertise is in short supply, completion by the Faculty Member of a retraining program which brings him/her to a specified level of skill in such area of need may be applied toward satisfaction of the scholarly/creative activity criterion for such purposes and for such period of time only as expressly approved in writing by the appropriate departmental committee, the department head, the college dean and the Provost and Vice President for Academic Affairs.

322 Also, the parties recognize the need to encourage Faculty to engage in the vital process of seeking and obtaining grants from outside agencies. The preparation of grant proposals for outside agencies which involve activity (e.g. research or teaching projects) of a substantial nature—whether funded or not—shall be considered as scholarly/creative activity if the applicant provides an abstract documenting the importance of the endeavor to the discipline, the department, the college or university and the departmental personnel committee and department head provide a qualitative statement supporting the importance of the grant proposal to said discipline, department, college or university. The scholarly/creative activity

criterion cannot be satisfied by the preparation of grant proposals alone.

323 c. Furthermore, the phrase, "... give documented evidence of the advancement of the corpus of insight and/or knowledge in his/her area of specialization by scholarly investigation (e.g. research) and/or creative activity, and of its publication or other dissemination ..." requires that the Faculty Member:

324 (1) Cite references to the publication of the results in appropriate professional journals and/or their presentation or display at appropriate professional meetings/showings or among a wider community; or

325 (2) If the dissemination of the results is via the classroom, provide a narrative statement which establishes specifically how the scholarly/creative activity and/or its results have changed/improved the course content, the instructional methodology and/or the overall teaching-learning process.

326 3. Service

In addition, the Faculty Member must satisfy one of the criteria below:

327 a. The Faculty Member shall give evidence of assisting colleagues in departmental activities and of identifying new needs in the department.

328 b. The Faculty Member shall give evidence of interest and activity that extends beyond the department into areas such as University and college-wide committees, student activities and professionally related community affairs.

329 The foregoing criteria must be applied to applicants engaged in disciplines as varied as dance, literature, marketing, physics and mathematics. To guide applicants within the various disciplines concerning activities which might be considered appropriate as counting toward fulfillment of these criteria, EMU and the Association have recognized the need for evaluation documents within each department.

330 However, to clarify the role of Departmental Evaluation Documents in specifying the ways in which contract requirements may be met, EMU and the Association hereby reaffirm and make clear their intent that, in addition to satisfying the conditions set forth in the applicable Departmental Evaluation Document, all applicants for reappointment, tenure, and promotion must satisfy, without exception and irrespective of the terms of any Departmental Evaluation Document, application form, or other document to the contrary, all elements of the evaluation criteria set forth above and all other terms and conditions of this Agreement. It is further understood that in those instances where a requirement set forth in this Agreement diverges from a requirement set forth in the Departmental Evaluation Document, the more stringent requirement shall apply. Each Departmental Evaluation Document contains listings of activities that might be considered appropriate as counting toward fulfilling obligations in the areas of instructional effectiveness, scholarly/creative activity, and service. However, the fact that an applicant may cite an activity which is included in a Departmental Evaluation Document does not mean that it will automatically count toward fulfilling an evaluation criterion. Each Faculty Member must provide *qualitative documented evidence* that establishes that

he/she has, in fact, satisfied the evaluation criteria and no activity shall count toward fulfilling an evaluation criterion without this qualitative documentation.

331 For example, a given Departmental Evaluation Document may specify that a Faculty Member's participation in meetings of professional societies, or regional or local sub-groups of such societies, will serve as a valid category/type of activity which may be cited in support of the Faculty Member's application for promotion. Such participation alone, however, does not relieve the Faculty Member of the burden of providing documented evidence detailing in clear and explicit terms in what specific respects his/her participation in such activity advances the corpus of insight and/or knowledge in his/her discipline, or satisfies such other criteria for which it is offered.

332 C. Procedures for Faculty Evaluation

333 1. Frequency of Evaluation

334 a. Each probationary Faculty Member shall be evaluated annually. Each tenured Faculty Member shall be evaluated at least once every three (3) years. More frequent evaluations of a Faculty Member may be required by the department head and/or departmental committee.

335 b. Evaluations shall not be conducted during a term that a Faculty Member is on leave as provided for in Articles XI and/or XII.

336 c. Evaluations shall be initiated in order that all reappointment, tenure, promotion and termination decisions may be made in accordance with the time schedules provided for in this Agreement.

337 d. It is recognized that the evaluation process is a continuing one, intended for constructive purposes. The department head shall provide regular opportunity to discuss professional evaluation and to offer assistance to the Faculty Member in the improvement of his/her professional performance.

338 2. Initiation of the Evaluation Process

339 a. Reappointment

The probationary Faculty Member shall initiate the reappointment evaluation process by filing an application form with the department head by January 10 of each year that he/she is on probationary status. These forms are to be consistent with the criteria and terms of this Agreement and shall be available to Faculty through their departmental offices.

340 b. Tenure

The probationary Faculty Member shall initiate the tenure evaluation process by filing an application form with the department head by January 10 of the academic year immediately preceding the academic year for which he/she seeks tenure. These forms are to be consistent with the criteria and terms of this Agreement and shall be available to Faculty through their departmental offices.

341 c. Promotion

A Faculty Member who plans to make application for promotion shall notify his/her department head of such intent no later than September 15 of the academic year immediately preceding the

academic year in which he/she seeks the promotion. The Faculty Member shall initiate the promotion evaluation process by filing an application form with the department head by January 10 of the academic year immediately preceding the academic year in which he/she seeks the promotion. These forms are to be consistent with the criteria and terms of this Agreement and shall be available to Faculty through their departmental offices.

342 d. Tenured Faculty Triennial Performance Evaluation

The department head shall initiate the tenured Faculty triennial performance evaluation no later than November 1 of the academic year in which the evaluation is to take place by notifying the Faculty Member of the department's intention to conduct an evaluation, and by requesting the materials he/she deems necessary to complete the evaluation. The departmental committee or the department head may request that the Faculty Member supply additional materials in order to complete the evaluation process.

343 In the case of tenured Faculty who are not seeking promotion, an abbreviated evaluation shall be acceptable in lieu of a full evaluation as herein described, provided the appropriate departmental committee and the department head can determine from the evidence contained in the Faculty Member's annual reports, student evaluations, the results of classroom visitations, and the results of any other evaluative efforts conducted by the department, if any, that the Faculty Member is performing satisfactorily (i.e. would receive a rating of at least average in all areas of evaluation). Confirmation of said level of performance shall be reduced to writing and forwarded through the appropriate dean to the Provost and Vice President for Academic Affairs, who may demand a full evaluation of the Faculty Member.

344 Evaluation forms are to be consistent with the criteria and terms of this Agreement and shall be available to the departments through the Office of the Provost and Vice President for Academic Affairs or such other office as may be designated by EMU.

345 3. Applicant Responsibility

It is the responsibility of each Faculty Member to document in clear and explicit terms both the quantity and quality of his/her activities. An application for reappointment, tenure or promotion shall include a narrative statement for each evaluation criterion, explaining how and to what extent each of the activities claimed has met the standards set forth in the Departmental Evaluation Document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.

346 EMU and the Association intend to particularly stress the requirement that each applicant for reappointment, tenure or promotion, must, in his/her narrative statement submitted in support of his/her claims of scholarly and/or creative activity, explain in clear and explicit terms precisely how, why, and to what extent each of the cited activities have contributed to the ". . . advancement of the corpus of insight and/or knowledge . . ." and otherwise fulfills the scholarly/creative activity criterion of his/her evaluation document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.

4. Evaluation

a. The department head shall provide each Faculty Member with the opportunity to bring his/her record of professional preparation and achievements (e.g. degrees, publications, etc.) up to date annually and shall deposit these additional records in his/her official personnel file and/or departmental file. It shall be the department head's responsibility to:

(1) Secure and maintain the results of all evaluations undertaken for the assessment of the Faculty Member's performance and make them available to the appropriate departmental committee at the time of the evaluation.

(2) Make available to the departmental committee the application and all supporting documentation submitted by the Faculty Member.

b. The appropriate departmental committee shall review the application, all supporting data, and the evaluations conducted pursuant to this Article. Upon completion of the review, the committee shall prepare an evaluation report on the applicant. The evaluation report shall be supported by narrative statements which explain in clear and explicit terms how/why each of the applicant's activities does or does not satisfy the standards of performance in the Departmental Evaluation Document and the terms of this Agreement. Specifically, the departmental committee shall explain:

(1) The evaluation efforts which were conducted and their individual results.

(2) The qualitative and, where applicable, quantitative basis for all ratings which were assigned.

(3) Precisely how and to what extent each of the activities claimed does or does not satisfy the standards of performance of the Faculty Member's Departmental Evaluation Document and the criteria of Article XV.B. above, and, in particular, how those activities claimed as scholarly/creative activity have contributed to the knowledge base of the discipline, i.e. ". . . advanced the corpus of insight and/or knowledge . . ."

The departmental committee shall submit a copy of its evaluation to the Faculty Member, who shall have five (5) calendar days to respond. The departmental committee shall forward to the department head the following:

(1) The Faculty Member's application and supporting materials.

(2) The departmental committee's evaluation.

(3) All other supporting documentation, evaluation results, etc.

(4) Any response(s) from the Faculty Member.

c. The department head shall prepare his/her evaluation report taking into consideration:

(1) The Faculty Member's application and supporting materials.

(2) The departmental committee's evaluation.

(3) The results of all evaluations undertaken for the assessment of criteria in XV.B., and other supporting documentation.

(4) Any response(s) of the Faculty Member to the departmental committee's evaluation.

The department head shall include in his/her evaluation narrative statements which explain in clear and explicit terms how/why each of the applicant's activities does or does not satisfy the standards of performance in the Departmental Evaluation Document and the terms of this Agreement. Specifically, the department head shall explain:

(1) The evaluation efforts which were conducted and their individual results.

(2) The qualitative and, where applicable, quantitative basis for all ratings which were assigned.

(3) Precisely how and to what extent each of the activities claimed does or does not satisfy the standards of performance of the Faculty Member's Departmental Evaluation Document and the criteria of Article XV.B. above, and, in particular, how those activities claimed as scholarly/creative activity have contributed to the knowledge base of the discipline, i.e. ". . . advanced the corpus of insight and/or knowledge . . ."

The department head shall submit a copy of his/her evaluation to the Faculty Member, who shall have five (5) calendar days to respond.

d. The department head shall forward to the dean the following:

(1) The Faculty Member's application and supporting materials.

(2) The departmental committee's evaluation.

(3) The department head's evaluation.

(4) The results of all evaluations undertaken for the assessment of criteria in XV.B. and all other supporting documentation.

(5) Any response(s) of the Faculty Member to the departmental committee's or department head's evaluation.

Any and all of the items (1), (2), (3), (4), or (5) shall be placed in the Faculty Member's personnel file, with the following exception:

In the event that the application is supported by documentation in the form of original works, publications (e.g. books and magazines), or other items too costly to copy, said documentation shall be forwarded in accordance with this Article through the review process and, upon completion of all reviews, returned to the Faculty Member.

e. Applications shall then be reviewed by the dean in accordance with the standards of performance in the Departmental Evaluation Document and the terms of this Agreement. The recommendation at this level, together with all prior recommendations and other materials previously forwarded by the department head, shall be forwarded to the Provost and Vice President for Academic Affairs.

f. The Provost and Vice President for Academic Affairs, in consultation with the Advisory Council for Academic Affairs, shall review the applications for promotion and, on or before April 30, advise each applicant of the results of his/her review and forward his/her recommendations to the President for his/her recommendation to the Board of Regents.

g. The Provost and Vice President for Academic Affairs, in consultation with the Advisory Council for Academic Affairs, shall review the

applications for reappointment and tenure and, on or before May 15, advise the applicants of the results of his/her review and forward his/her recommendations to the President for his/her recommendation to the Board of Regents.

381 5. Tenure and promotion shall become effective upon the Board of Regents' approval. Promotional salary adjustments as provided for in Article XVIII. of this Agreement shall be made at the beginning of the next academic year.

382 6. Faculty Members may withdraw their applications for promotion at any time upon written request at the appropriate level without prejudice. All materials specifically submitted by the applicant shall be returned to the Faculty Member; other materials shall be returned to the departmental personnel file.

383 7. The parties recognize that decisions with respect to the reappointment, tenure, and promotion of a Faculty Member result from critical professional evaluations and judgments. All individuals evaluating applications for reappointment, tenure and promotion shall apply the standards of performance of the Departmental Evaluation Documents insofar as they are consistent with the terms of this Agreement, and shall rate the applicant in accordance with the criteria and standards of performance therein. The requirements specified and provided for in Article XIV., in addition to the results of evaluations as herein provided, shall be considered in making reappointment, tenure, and promotion decisions.

384 8. Applications for reappointment, tenure and promotion which receive negative recommendations shall be forwarded through administrative review channels in the same manner as those which receive positive recommendations, after the committee or person recommending the rejection has written a letter to the Faculty Member clearly stating the criteria and relevant data upon which the rejection is based, subject to the provision of C.9. below.

385 9. In the event of the disapproval of any recommendation for reappointment or granting of tenure, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations.

386 10. To deny a Faculty Member's application for reappointment, tenure or promotion, the department head, the dean, or the Provost and Vice President for Academic Affairs must base such denial upon justifiable factors relative to the Faculty Member's failure to meet the standards of performance or other conditions delineated in this Agreement and/or the Departmental Evaluation Document. All letters of denial must clearly and concisely state the reasons for the denial and address themselves to how the applicant has been judged to have failed to satisfy the terms of this Agreement and/or the Departmental Evaluation Document.

387 Copies of all letters of denial shall be forwarded to the Association at the same time that they are sent to the applicant.

388 D. For purposes of this Article, denial shall be construed to have occurred when the Provost and Vice President for Academic Affairs denies a reappointment, award of tenure, or promotion or supports such denial from an earlier review and recommendation level.

389 Denial of reappointment, tenure or promotion of a Faculty Member shall be subject to review under the grievance procedure provided for in Article VII, commencing at Step III.

390 E. Tenured Faculty Members in a department shall be given the opportunity to present to the dean of the college their evaluation of the department head with such effects as the dean shall determine. Such evaluation shall be made biennially. More frequent evaluations shall be made as the dean may, from time to time, so request.

ARTICLE XVI. NON-RENEWAL OF PROBATIONARY APPOINTMENTS, SUSPENSIONS, TERMINATIONS AND RESIGNATIONS

391 A. Non-Renewal of Probationary Appointments

The parties recognize EMU's right not to renew a probationary appointment beyond its specified one (1) year term, or extended term, for performance, academic or financially related reasons. Such reasons shall include, but are not limited to, failure to meet the requirements for reappointment set forth in the Faculty Member's Departmental Evaluation Document or letter of appointment or reappointment, programmatic changes, or the reduction, reallocation, or elimination of financial resources within a department, college or the University.

392 Until a Faculty Member is accorded tenure by EMU, he/she shall be employed on probationary appointments of one (1) year duration, subject to renewal for one (1) year periods at their expiration date.

393 B. Notice of Non-Renewal of Probationary Appointments

When non-renewal of a probationary Faculty Member's appointment is based upon his/her performance, written notice of said non-renewal shall be given to the Faculty Member at least three (3) months in advance of the expiration of his/her appointment. If non-renewal is based upon reasons other than the probationary Faculty Member's performance, written notice shall be given as follows:

394 1. No later than March 1st of the first academic year of service, if the appointment expires at the end of that year; or if a one (1) year appointment expires during the academic year, at least three (3) months in advance of its termination;

395 2. No later than December 15 of the second academic year of service, if the appointment expires at the end of that year; or if an initial two (2) year appointment terminates during an academic year, at least four (4) months in advance of its termination;

396 3. At least twelve (12) months before the expiration of an appointment or an extended appointment, after two (2) or more years of service at the institution.

397 C. Suspension for Reasonable and Just Cause

A tenured or probationary Faculty Member may be suspended for reasonable and just cause. A Faculty Member shall only be suspended by the President, or his/her designee. The issue of with or without pay shall be determined by the circumstances of the suspension. Prior to the imposition

of an unpaid suspension, the Executive Director of Human Resources shall request a meeting of the Review Board (see Article VII.) to discuss the basis for the contemplated action and to permit the Association's Grievance Officer, the Faculty Member and other Association representatives serving on the Review Board, to provide information which they believe may merit consideration by EMU. The Review Board shall meet and conclude its discussion of the matter within five (5) work days of the Executive Director of Human Resources' request for a meeting.

398 D. Termination for Reasonable and Just Cause

399 1. A tenured Faculty Member may be terminated for reasonable and just cause. A probationary Faculty Member may be terminated prior to the end of the specified one (1) year term of his/her appointment, or extended appointment, for reasonable and just cause.

400 Reasonable and just cause for termination will be related directly and substantially to the fitness of the Faculty Member in his/her professional capacity and limited to serious professional misconduct, failure to meet professional responsibilities as set forth in Article IX, or incompetence as determined through the evaluation procedure in Article XV.

401 Intentionally causing injury to persons and/or damage to property, forcibly interrupting the normal daily teaching, research or administrative operation of the University, or directly inciting others to engage in such actions shall also constitute reasonable and just cause.

402 2. A Faculty Member shall only be terminated by the President, or his/her designee. Prior to termination, the Faculty Member shall:

403 a. Be provided with a written statement of reasons for the contemplated action, a copy of which shall also be provided to the Association. Said statement shall be framed with reasonable particularity.

404 b. Be given an opportunity to discuss the contemplated action with the President, or his/her designee, looking for mutual settlement.

405 3. If there is no mutual settlement under D.2.b. above, the Faculty Member's termination shall be confirmed to him/her in writing, a copy of which shall be provided to the Association.

406 E. Termination for Medical Reasons

Termination of a tenured Faculty Member, or termination of a probationary Faculty Member prior to the end of the specified one (1) year term of his/her appointment, or extended appointment, for medical reasons, will be based upon clear and convincing medical evidence that the Faculty Member cannot perform his/her professional responsibilities.

407 F. Decisions to suspend or to terminate a tenured Faculty Member, or to suspend or to terminate a probationary Faculty Member as provided above, shall be subject to the grievance procedure provided for under Article VII. of this Agreement, commencing at Step III.

408 G. Resignations

In the interest of providing EMU with adequate time to secure replacements, Faculty Members are expected to give the maximum possible notice of impending resignation.

409 A notice of resignation shall be submitted in writing to the department head and shall specify the date on which the resignation is to take effect.

ARTICLE XVII. FACULTY PERSONNEL FILES

410 A. An individual personnel file shall be maintained for each Faculty Member. Except as specified by Article XVII.C. below, only materials from a source identified by name shall be included in the file.

411 B. Administration

412 1. The Office of the Provost and Vice President for Academic Affairs, or such other office as may be designated by EMU and announced to the Faculty, shall have custody and control of Faculty Members' personnel files. Departmental or college personnel files may also be maintained. Departmental or college files shall not include preemployment information, except those data reflecting academic records, vitae supplied by the Faculty Member and correspondence between the department head or dean and the Faculty Member.

413 2. Information relating to payroll, fringe benefits, and other specialized type functions may be maintained in other departments to which such functions have been assigned.

414 3. Each Faculty Member has the right to know of each and every personnel file maintained on him/her as specified in 1. and 2. above.

415 4. The Association shall, upon request, be informed of the kind of information contained in such files provided for in B.2. above.

416 C. Contents

Personnel files may contain the following items (either originals or copies) and shall not include items other than those listed herein. When such items are presented by the Faculty Member with a written request for inclusion in his/her file, they shall be included as a matter of right.

417 1. Signed application form.

418 2. Transcripts supporting claim to academic work.

419 3. Documents supporting claim to professional training.

420 4. Letters and records describing work experience.

421 5. Copies of all letters of recommendation and statements of employment.

422 6. All documents relating to professional growth or performance.

423 7. All documents pertinent to resignation.

424 8. All documents pertinent to actions taken pursuant to the provisions of Article XVI.

425 9. Documents indicating special competencies, achievements, scholarly research, academic, professional or other contributions.

426 10. Any statements that the Faculty Member wishes to have entered in response to or in elaboration of any other item in his/her file.

427 11. Medical records.

428 D. Access

429 1. On the written request of a Faculty Member, the Office of the Provost

and Vice President for Academic Affairs, or such other office as may be designated by EMU and announced to the Faculty, will make available the personnel file of the Faculty Member for examination by a designated representative of the Faculty Member. Such examination shall be made in the presence of a designated representative of EMU.

430 2. Materials in the personnel files may be copied for use at formal hearings in the University.

431 3. The individual Faculty Member, on giving reasonable notice, shall have access to his/her own personnel files, excluding confidential letters of recommendation, during normal business hours under conditions which protect the integrity of the files. The Faculty Member shall have the right to copies of materials in his/her file at his/her own expense. The Faculty Member may be accompanied by a representative of his/her own choice at the time the file is examined.

432 4. The President and his/her designated representative shall have access to the personnel files for official University purposes, including, but not limited to, the following:

433 a. Maintenance of the files.

434 b. Use at official University hearings.

435 c. Use in court proceedings.

436 d. Evaluations.

437 e. Gathering of statistical information.

438 f. Responding to inquiries from prospective employers for information and/or recommendations.

439 g. Responding to requests for information from state or federal authorities charged with enforcement of civil rights, tax, or other statutes.

440 5. Personnel files maintained at college and departmental levels shall be open to appropriate administrative officers and their designated representatives, and duly constituted Faculty Committees, for official University business.

441 6. Faculty Members have a right of inspection during normal business hours of information relating to payroll, fringe benefits and other similar specialized items of information which apply to the particular Faculty Member making the request.

442 7. EMU will not divulge any data or information from its files relating to any identified Faculty Member without the express written consent of the Faculty Member, except as evidence in University hearings, as evidence in legal disputes or in response to compulsory legal process and except as provided in Article XVII.D.4.f. and g. This provision shall not prohibit publication of statistical information or other use of data in which no individual is particularly identified.

443 E. Correction of Factually Erroneous Information

If a Faculty Member should become aware of information included in his/her personnel file that is factually in error, the Faculty Member may petition, in writing, the Executive Director of Human Resources, or his/her authorized designee, to remove said information from the file. The Faculty Member shall bear the burden of proof of establishing that the information is factually in error. If the Executive Director of Human Resources, or his/her

authorized designee, concludes that the information is in error, such information shall either be excised from the document in which it is located, or the document removed from the Faculty Member's personnel file, whichever the Executive Director of Human Resources, or his/her authorized designee, in his/her sole discretion, shall determine to be appropriate. The decision of the Executive Director of Human Resources, or his/her authorized designee, pursuant to this Article XVII.E., shall be final and binding on the Faculty Member and the Association, and is hereby expressly excluded from the grievance and arbitration provisions of this Agreement. Further, discussions and/or decisions made pursuant to this Article XVII.E. shall not be introduced as evidence or otherwise considered in any grievance, arbitration or other proceeding against EMU pertaining to the appointment, reappointment, tenure or promotion of a Faculty Member, or any other matter.

ARTICLE XVIII. COMPENSATION

444 A. Salary Period

All salaries of Faculty Members shall be determined in accordance with the terms of this Agreement. Salaries in force and effect as of the first (1st) day of the 1982 Fall Semester shall continue in full force and effect, except as otherwise adjusted in accordance with the express terms and conditions of this Agreement.

445 B. Minimum Salary Table

Effective November 1, 1982, the minimum salary for a Faculty Member at each of the academic ranks shall be as follows:

446

Rank	*B.A.*	*M.A./M.S.*	*M.F.A./Ph.D.*
Instructor	12,000	13,500	15,000
Assistant Professor	14,000	15,500	17,000
Associate Professor	17,500	19,000	20,500
Professor	21,500	23,000	24,500

447 C. Supplemental Salary Adjustments

The salary adjustments and salary levels provided for in this Agreement are minimum levels and adjustments. EMU retains the right to further increase the salary of any Faculty Member. EMU's granting or failure to grant any additional salary increase to any Faculty Member shall not be construed to be a violation of the Agreement and is not subject to the grievance procedure.

448 EMU shall notify the Association of any additional salary increases approved pursuant to this provision.

449 D. 1982-83 Salary Adjustment

Each Faculty Member appointed prior to January 1, 1982, shall be eligible for a five percent (5%) increase in his/her academic year base salary, effective January 6, 1983, the first (1st) pay of the Winter Semester of the 1982-83 academic year. Faculty Members appointed after January 1, 1982, shall be eligible for salary increases only as specifically provided for in their initial appointments.

450 E. 1983-84 Salary Adjustment

The Association and EMU agree that no later than October 1, 1983, the parties shall commence negotiations to determine a salary adjustment for the 1983-84 academic year. At that time any additional articles of this Agreement may be open to negotiation upon consent of both parties.

451 It is further agreed by and between the parties that in the event an agreement has not been reached on a salary adjustment for the 1983-84 academic year on or before October 31, 1983, either party shall have the right to declare up to three (3) additional articles of this Agreement open to negotiation. Said declaration shall be made by serving notice upon the other party within ten (10) days following October 31, 1983, stating which articles have been selected for negotiation. If no notice is served in that time, said reopening of other provisions is barred. Should either party serve such notice upon the other party, EMU and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement within thirty (30) days of either party's receipt of said notice.

452 F. Faculty Pay Options

453 1. Faculty Members have the option of receiving their academic year salary under the following pay plans. When they have chosen the option they wish to exercise, that option will remain in full force and effect for the duration of the period covered by the option selected. If a Faculty Member wishes to change his/her pay plan for the following academic year, he/she may do so by submitting a pay plan election form to EMU's Payroll Office, on forms available in Payroll, by no later than August 1st of any given year. Changes shall not be permitted after August 1.

454 OPTION 1 — Total academic year salary to be paid over an eight (8) month period which will normally be paid in seventeen (17) or eighteen (18) consecutive biweekly payments.

455 OPTION 2 — Total academic year salary to be paid over a twelve (12) month period which will normally be paid in twenty-six (26) or twenty-seven (27) consecutive biweekly payments.

456 Faculty Members who fail to advise the Payroll Office of their election as herein provided shall continue to be compensated in accordance with the pay plan under which they were compensated during the preceding academic year. Newly-hired Faculty Members who fail to make an election shall be compensated in accordance with Option 1.

457 2. The above pay options will commence and end during the following academic years as indicated below:

458 *1982-83 Academic Year*

459 a. Option 1 shall provide for Faculty salaries to be paid in eighteen (18) consecutive biweekly pays, commencing with the September 2, 1982 payday and ending with the April 28, 1983 payday.

460 b. Option 2 shall provide for Faculty salaries to be paid in twenty-six (26) consecutive biweekly pays, commencing with the September 2, 1982 payday and ending with the August 18, 1983 payday.

461 *1983-84 Academic Year*

462 a. Option 1 shall provide for Faculty salaries to be paid in eighteen (18) consecutive biweekly pays, commencing with the September 1, 1983 payday, and ending with the April 26, 1984 payday.

463 b. Option 2 shall provide for Faculty salaries to be paid in twenty-seven (27) consecutive biweekly pays, commencing with the September 1, 1983 payday and ending with the August 30, 1984 payday.

464 *1984-85 Academic Year*

465 a. Option 1 shall provide for Faculty salaries to be paid in seventeen (17) consecutive biweekly pays, commencing with the September 13, 1984 payday and ending with the April 25, 1985 payday.

466 b. Option 2 shall provide for Faculty salaries to be paid in twenty-six (26) consecutive biweekly pays, commencing with the September 13, 1984 payday and ending with the August 29, 1985 payday.

467 *1985-86 Academic Year*

468 a. Option 1 shall provide for Faculty salaries to be paid in seventeen (17) consecutive biweekly pays, commencing with the September 12, 1985 payday and ending with the April 24, 1986 payday.

469 b. Option 2 shall provide for Faculty salaries to be paid in twenty-six (26) consecutive biweekly pays, commencing with the September 12, 1985 payday and ending with the August 28, 1986 payday.

470 *1986-87 Academic Year*

471 a. Option 1 shall provide for Faculty salaries to be paid in seventeen (17) consecutive biweekly pays, commencing with the September 11, 1986 payday and ending with the April 23, 1987 payday.

472 b. Option 2 shall provide for Faculty salaries to be paid in twenty-six (26) consecutive biweekly pays, commencing with the September 11, 1986 payday and ending with the August 27, 1987 payday.

473 G. Salaries for Spring, Summer, Pre and Post Sessions, On-Campus Workshops and Colloquia

474 1. The base contract year shall consist of two (2) semesters for a total of thirty-two (32) weeks. Further, Faculty Members will make themselves available for advising and department and/or college meetings, the week prior to the beginning of each semester. The contract period for Spring session shall consist of seven and one-half (7½) weeks. The contract period for the Summer session shall consist of either six (6) or seven and one-half (7½) weeks, whichever is appropriate.

475 2. When necessary and appropriate for a Faculty Member to teach on a continuing basis (year around), appointment may be one (1) of two (2) types:

476 a. Salary shall be determined at one hundred and thirty-three percent (133%) of base contract salary and the appointment shall be considered as a twelve (12) month teaching appointment.

477 b. Salary shall be annualized at one hundred and twenty-five percent (125%) of base contract salary and the Faculty Members shall teach five (5) out of six (6) semesters during a two (2) year period.

478 c. For those Faculty Members whose base contract year includes Spring

and Summer sessions as a semester, the contract period for the combined terms shall be sixteen (16) weeks. Further, Faculty Members will make themselves available for advising and department and/or college meetings the week prior to the beginning of such a semester.

3. Compensation for Spring and Summer shall be determined as follows:

a. Spring Session (7½ weeks) — 22% of base salary

b. Summer Session (6 weeks) — 18.5% of base salary

c. Summer Session (7½ weeks) — 22% of base salary

4. Compensation for the following categories of short-term workshops shall be determined on the basis of three percent (3%) of base salary per week (i.e. seven calendar days):

a. Short-term workshops for which semester hour credits are granted and which are offered by an academic department and not through the Division of Continuing Education.

b. International Studies Abroad program offerings through the Division of Continuing Education.

H. Salary Adjustment for Promotion

A Faculty Member who is promoted during the stated term of this Agreement shall have his/her salary increased as listed below, or increased to the minimum starting salary for his/her new academic rank as set forth in paragraph B. above, whichever results in the greater increase.

Type of Promotion	*Salary Adjustment*
Instructor to Assistant Professor	$500
Assistant Professor to Associate Professor	600
Associate Professor to Professor	700

For the determination of salary increases in subsequent years, the salary adjustment for the promotion shall be treated as part of base pay.

I. Salary Adjustment for Completion of Earned Doctorate

A Faculty Member who meets the requirement for the earned doctorate as certified by the granting institution, and who has not previously held such a degree, shall have his/her regular annual base salary increased by $900 or increased to the minimum for his/her current academic rank as provided in paragraph B. above, whichever results in the greater increase. If the degree is received after the beginning of the Fall semester, the salary adjustment shall be prorated according to the time remaining on his/her current academic year appointment, with the balance being paid during the next academic year appointment. For the determination of salary increases in subsequent years, the salary adjustment for this degree shall be treated as part of base pay.

J. Salaries for Teaching Continuing Education Courses

1. Salaries for teaching courses offered through the Division of Continuing Education shall be at the following rates:

a. $525 per credit hour for classes taught on-campus or taught at centers located less than thirty-five (35) miles from EMU.

b. $550 per credit hour for classes taught at centers located from thirty-five (35) to seventy (70) miles from EMU.

c. $575 per credit hour for classes taught at centers located beyond seventy (70) miles from EMU.

2. The foregoing compensation schedule may be increased at the discretion of EMU. In all instances, the rate of compensation for teaching a specific course shall be confirmed in writing to the Faculty Member coincident with his/her appointment to said course.

3. Reimbursement for use of personal cars, when used in lieu of a motor pool vehicle and approved by the account executive prior to the trip, will be made at the rates set forth in Article XIX.L.2.b.

4. When two (2) to five (5) Faculty Members are scheduled to teach in the same community on the same evening at approximately the same time, the transportation allowance referred to in paragraph 4. above shall only be paid for one automobile.

K. Grant Compensation

1. When a Faculty Member is appointed to a grant concurrent with a regular appointment for the academic year, Spring or Summer session, additional compensation is not allowed, but released time may be allowed subject to administrative approval and subject to funding provided for the grant.

In the case of short-term grant activity concurrent with a regular appointment and constituting less than one-quarter (¼) released time, a Faculty Member may, at the request of the grant administrator and with the approval of the Director of the Office of Research and Development, be compensated at a daily rate of up to six tenths of one (1) percent (.006%) of base pay, not to exceed fifteen (15) days per calendar year.

2. Faculty Members assigned to grants on an annualized appointment shall have an annualized salary of base × 1.44 and shall not be required to be actively at work during the periods specified in Article IX., Section D.

3. For Faculty Members assigned to grants between the Winter and Fall Semesters or for periods in which they hold no regular appointment, compensation shall be as follows:

a. Weekly — 3% of base salary per week*

b. Daily — .006% (6/10th of one percent) of base salary

*Faculty Members assigned to grants on this basis shall be required to be actively at work during each week for which compensation is received including those periods specified in Article IX., Section D., and other break periods in the academic calendar.

4. A Faculty Member shall not be eligible for grant compensation not specifically provided for in an approved grant(s), nor shall compensation from a grant exceed any limitations provided for in such grant(s) or the granting agency's guidelines and regulations.

5. These guidelines shall not apply to Faculty Members who apply for and accept posted administrative/professional positions on grants on either a regular or temporary basis, in which case compensation shall be determined by the University under its administrative/professional salary system.

507 L. Merit Awards

EMU and the Association agree that merit awards shall not be provided during the 1982-83 academic year.

508 Should EMU decide to provide merit awards during the 1983-84 academic year, the Provost and Vice President for Academic Affairs shall, in consultation with the Faculty Council, develop criteria for recognizing meritorious achievement among Faculty Members within the academic departments, define the process by which Faculty Members will be nominated and selected for merit awards, determine the number of awards that may be approved on a department, college and/or division-wide basis, and determine the type and amount of individual merit awards to be made available. The following conditions shall apply to all future merit awards:

509 1. If merit awards are in the form of a cash payment, said payment shall be regarded as a "bonus" and shall not be added to the Faculty Member's base salary.

510 2. Merit awards shall be made on or before December 31.

511 3. For purposes of this section, Faculty Members on grant accounts shall be considered members of the department in which they hold rank and tenure or are working towards tenure.

512 4. The determination of merit awards shall not be subject to review under the grievance procedure.

ARTICLE XIX. FRINGE BENEFITS

513 A. Description and Listing

EMU shall provide each Faculty Member a summary description of his/her fringe benefits within sixty (60) calendar days of the commencement of his/her regular employment with EMU. Updates will be provided as revisions occur. In addition, EMU shall provide each Faculty Member by April 30 of each year, a listing of his/her fringe benefits, including amounts contributed toward the cost of each benefit by EMU and the Faculty Member (benefacts summary as designed by EMU).

514 B. Eligibility

Faculty Members must be on at least a fifty percent (50%) appointment to be eligible for fringe benefits, except as otherwise provided in this Agreement.

515 C. Group Medical Benefits Plan

516 1. EMU shall provide and maintain Blue Cross-Blue Shield MVF-1 group medical coverage, with master medical option IV and the D-45 NM, XF and ML riders, for Faculty Members commencing with their first day of actual work. A comparable group medical benefits plan may be substituted for the above, subject to Association approval, which approval shall not be unreasonably withheld.

517 2. At age sixty-five (65), the Faculty Member's group medical benefits plan will recognize the availability of Medicare coverage. Plan benefits will be applied with exact fill complementary coverage and be reduced only to the extent that benefits are payable by Medicare. Upon presentation by the Faculty Member of proof of payment for Medicare, "Part B" (medical) insurance coverage for either the Faculty Member or spouse,

EMU will reimburse the Faculty Member for the cost of said coverage. Reimbursement to Faculty Members will be made on a calendar year quarterly basis for as long as they continue their employment with EMU, provided proper application is made in the Staff Benefits Office.

518 3. To qualify for the medical benefits as above described, each Faculty Member must individually enroll and make proper application for such benefits at the Staff Benefits Office, within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from this benefits plan, until such time as he/she enrolls and makes proper application during an open enrollment period.

519 4. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the cost for maintaining the above-described benefits plan for the Faculty Member, his/her spouse, and eligible dependent children under nineteen (19) years of age, at a cost not to exceed the applicable cost for full family, two (2) persons, or single person benefits.

520 5. EMU shall pay the aforementioned cost for the period that the Faculty Member is on the active payroll and while a Faculty Member is off the payroll and absent because of a medical leave due to injury or illness, subject to the following limits:

521 Non-tenured Faculty — not greater than six (6) months

522 Tenured Faculty — not greater than twelve (12) months

523 Thereafter, the Faculty Member may continue group medical benefits at his/her own expense, as provided in Article XI.L.5., for any period that he/she is not on the payroll, or one (1) full calendar year, whichever is earlier.

524 6. Faculty Members laid off or on unpaid leave other than unpaid medical leave, shall be eligible to continue their group medical benefits as provided for in Articles VIII.D.3. and XI.L.5., respectively.

525 Further, Faculty Members who are disabled and receiving long-term disability benefits may likewise continue their group medical benefits plan in accordance with the terms and conditions set forth in Article XI.L.5., except that the one (1) calendar year maximum continuation limitation is not applicable. Faculty Members participating in the continuation of their group medical benefits plan pursuant to this provision may continue to do so for as long as they are eligible to receive long-term disability benefits.

526 Faculty Members participating in any of the above-mentioned group medical benefits continuation options shall not be eligible for the Medicare "Part B" reimbursements provided for in Section C.2., above.

527 7. The cost of medical benefits for eligible dependents in the following categories shall be paid in full by the Faculty Member:

528 a. Eligible dependent children between the ages of nineteen (19) and twenty-five (25).

529 b. Eligible dependents other than a spouse or children less than twenty-six (26) related to the Faculty Member by blood or marriage or who reside in the Faculty Member's household. Such dependents must

depend on the Faculty Member for more than one-half (½) of their support and must have been reported on the Faculty Member's most recent income tax return.

530 8. A Faculty Member's medical benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the group medical benefits plan terminates, or the Faculty Member goes on unpaid leave, resigns or retires, except as otherwise provided in this Agreement.

531 D. Group Life and Accidental Death and Dismemberment Benefits

532 1. EMU shall pay the cost of maintaining life insurance in an amount equal to the Faculty Member's annual salary, rounded up to the nearest $1000, and accidental death and dismemberment insurance benefits in an equal amount for a period of one (1) year from a Faculty Member's first (1st) day of actual work. Commencing with the month following completion of one (1) year of coverage as provided above, EMU shall pay the cost for maintaining life insurance benefits in an amount equal to twice the Faculty Member's annual salary rounded up to the nearest $1000 and accidental death and dismemberment benefits in an equal amount, up to a maximum coverage level of $100,000. When a Faculty Member reaches age sixty-five (65) and continues working, his/her insurance coverage is decreased by thirty-five percent (35%) with no further reduction based on age thereafter.

533 The following table illustrates examples of the insurance coverage levels described above:

534

Examples of Salary Levels	*Less Than One (1) Year of Service*	*Over One (1) Year of Service*	*Age Sixty-Five (65) and Over*
$11,001-12,000	$12,000	$24,000	$15,600
13,001-14,000	14,000	28,000	18,200
16,001-17,000	17,000	34,000	22,100
20,001-21,000	21,000	42,000	27,300
25,001-26,000	26,000	52,000	33,800
31,001-32,000	32,000	64,000	41,600
38,001-39,000	39,000	78,000	50,700
46,001-47,000	47,000	94,000	61,100

Maximum Coverage level is $100,000

535 2. To qualify for the life and accidental death and dismemberment insurance benefits as described above, each Faculty Member must individually enroll and make proper application for such coverge at the Staff Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. Faculty Members who fail to enroll and make proper application as herein provided are specifically and expressly excluded from this benefits plan until such time as they enroll and make proper application during an open enrollment period.

536 3. Provided proper application and enrollment is made by a Faculty Member, EMU shall pay the cost for maintaining the benefits plan described above, subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit costs.

537 4. Changes in benefit amounts based on changes in base salary occur on each October 1st based on the Faculty Member's base salary as of the

preceding July 1st. Base salary excludes supplemental appointments and any other extra compensation.

538 5. The group life and accidental death and dismemberment insurance benefits plan shall terminate on the date that a Faculty Member is laid off, the life and accidental death and dismemberments insurance benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, when a Faculty Member terminates his/her employment with EMU, he/she is covered for a grace period of thirty-one (31) calendar days. During such thirty-one (31) day period, the Faculty Member may convert his/her group life insurance, without medical examination, to an individual benefits plan. The Faculty Member shall pay the full cost of such individual benefits. Plan options and availability shall be determined by the insurer.

539 6. Faculty Members laid off or on unpaid leave shall be eligible to continue their group life and accidental death and dismemberment insurance benefits as provided for in Article VIII.D.3. and XI.L.5., respectively.

540 E. Dental Care Benefits

541 1. EMU shall provide and maintain dental care benefits for Faculty Members commencing on the first day of the month following their first day of actual work.

542 These benefits shall be subject to reasonable and customary charge determination as follows:

543

Dental Care Benefits	*Dental Care Plan Pays*	*Faculty Member Pays*
Diagnostic[1]	100%	0%
Preventive[1]	100%	0%
Emergency Palliative[1]	100%	0%
Radiographs[1]	100%	0%
Oral Surgery[1]	75%	25%
Restorative[1]	75%	25%
Periodontics[1]	75%	25%
Endodontics[1]	75%	25%
Prosthetic Appliances[1]	50%	50%
Orthodontics[2]	50%	50%

544 Maximum Contract Benefit
[1]$800.00 per person total per contract year.
[2]Lifetime maximum benefit of $800.00 per person.

545 2. To qualify for dental care benefits as described above, each Faculty Member must individually enroll and make proper application for such benefits at the Staff Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from this benefits plan, until such time as he/she enrolls and makes proper application during an open enrollment period.

546 3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the cost for maintaining the benefits plan described above for the Faculty Member, his/her spouse, and eligible dependent children under twenty-three (23) years of age, at a cost not to

exceed the applicable cost for full family, two (2) persons, or single person benefits, subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit costs.

547 4. A Faculty Member's dental care benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the dental care benefits plan terminates, or the Faculty Member goes on an unpaid leave, resigns or retires.

548 5. Faculty Members laid off or on unpaid leave shall be eligible to continue their dental care benefits as provided for in Article VIII.D.3. and XI.L.5., respectively.

549 F. Long-Term Disability Benefits

550 1. EMU agrees to provide and maintain group long-term disability benefits for Faculty Members commencing on the first (1st) day of the month following the month in which the Faculty Member completes his/her first three (3) months of regular employment. Such benefits shall be equal to sixty percent (60%) of the Faculty Member's regular monthly earnings, up to a maximum benefit of $1500 per month, and shall begin on the first (1st) day of the fourth (4th) month of disability. Such benefits shall also provide for eligible Faculty Members whose total disability commences at or prior to age sixty (60) to receive benefits up to age sixty-five (65). Eligible Faculty Members whose total disability commences after age sixty (60) will receive benefits for five (5) years after the commencement of total disability or until age seventy (70), whichever is sooner.

551 2. To qualify for long-term disability benefits as described above, each Faculty Member must individually enroll and make proper application for such benefits at the Staff Benefits Office within thirty (30) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who fails to enroll and make proper application as herein provided is specifically and expressly excluded from this benefits plan, until such time as he/she enrolls and makes proper application during an open enrollment period.

552 3. Provided proper application and enrollment is made by a Faculty Member, EMU agrees to pay the premium for maintaining the above described benefits subject to the same rules set forth in paragraph C.5. above for the payment of group medical benefit costs.

553 4. Changes in benefit amounts based on changes in base salary occur on each October 1st based on the Faculty Member's base salary as of the preceding July 1st. Base salary excludes supplemental appointments and any other extra compensation.

554 5. A Faculty Member's long-term disability benefits plan shall terminate on the date that the Faculty Member is terminated, is laid off, the disability benefits plan terminates, or the Faculty Member goes on an unpaid leave. However, a Faculty Member on an unpaid leave who is engaged in full-time study for an advanced degree shall be eligible to continue his/her long-term disability benefits as provided for in Article XI.L.5.

555 G. Workers' Compensation Benefits

EMU shall insure all Faculty Members for on-the-job injuries in accordance with the Michigan Workers' Compensation statutes.

556 H. University Business Travel Insurance Coverage

557 1. EMU shall provide and maintain for all full-time Faculty Members traveling on official University business, anywhere in the world, travel accident insurance benefits in an amount up to a maximum of $100,000 for loss of life and dismemberment. This insurance shall be subject to an aggregate limitation of $500,000 as a result of any one (1) accident. If the total of all insurance claims for any one (1) accident does exceed $500,000, the amount applicable to any one (1) Faculty Member shall be proportionately reduced based on the number of individuals making claim.

558 2. All other specific terms, conditions, limits of liability and exclusions applicable to said insurance shall be as provided for in EMU's policy with its carrier.

559 I. University Business Travel Automobile Insurance Coverage

560 1. EMU agrees to include Faculty Members as additional insureds under its automobile insurance coverage. Such coverage shall provide bodily injury and property damage liability protection up to $6,000,000 per occurrence. This coverage shall apply on a first dollar basis (no deductible) for Faculty Members operating a University-provided automobile.

561 2. This coverage shall also apply for Faculty Members operating a vehicle not provided by EMU while on University business. However, this coverage shall be secondary to (in excess of) any other coverage provided on behalf of the Faculty Member, such as a personal automobile policy. Where other coverage is not provided the Faculty Member, EMU's automobile policy shall apply with a deductible. The deductible shall be equivalent to the limits of mandatory automobile coverage required by the State of Michigan ($20,000 per person/bodily injury; $40,000 per occurrence/bodily injury; $10,000 property damage).

562 3. All other specific terms, conditions, limits of liability and exclusions applicable to this insurance shall be as provided for in EMU's policy with its carrier.

563 J. Parking

EMU shall provide parking at no charge for all Faculty Members.

564 K. Banking

565 1. Credit Union

EMU shall provide Faculty Members with optional payroll deductions for the EMU Credit Union.

566 2. Direct Deposits

EMU shall provide for direct deposit of a Faculty Member's paycheck at one (1) of four (4) area banks. EMU reserves the right to determine the area banks to which direct deposits shall be permitted and to modify such designation at its discretion.

567 Area banks at which direct deposits are presently permitted are as follows:

568 Ypsilanti Savings Bank
Michigan National Bank (Washtenaw Avenue Branch only)

National Bank of Ypsilanti
National Bank and Trust of Ann Arbor

Applications for direct deposits are available in EMU's Payroll Office.

L. Business Travel at EMU Expense

1. Policies

a. Travel at EMU expense shall be subject to the advance approval of the appropriate account executive.

b. Applications for approved travel at EMU expense shall be submitted on APPLICATION FOR TRAVEL, Form B-6. Completed applications should be made to the appropriate account executive at least five (5) working days before a trip is taken.

c. Costs of travel are charged to the departmental account of the authorizing office.

d. Reservations, schedules and all arrangements for travel and lodging are the responsibility of the traveler.

e. For motor vehicle travel, a motor pool vehicle is to be used if one is available. When a motor pool vehicle is not available, reimbursement will be made for the use of a private vehicle only if approved in advance by the account executive.

2. Travel Allowances

Reimbursement for ordinary expenses incurred in travel for EMU is made according to the following schedule of approved travel and subsistence allowances:

a. Commercial Transportation . . . Economy Fare

b. Personal Motor Vehicle:

22¢ per mile — first 500 miles
20¢ per mile — over 500 miles (per trip)

Reimbursement for use of personal motor vehicles shall not exceed the equivalent of economy air fare.

c. Lodging and Meals

Lodging ..... Actual/Reasonable
Breakfast $4.00
Lunch $4.50
Dinner $9.00
Note: Tips are included in the above meal allowances.

d. Miscellaneous

(1) Conference registration fees ..... Actual Cost
(2) Tips (hotel only) $1.00
(3) Parking ..... Actual Cost
(4) Telephone calls/Telegraph, EMU business only .. Actual Cost
(5) Toll roads and bridges ..... Actual Cost
(6) Area Travel, such as limo to and from terminals . Actual Cost

e. Receipts are required for:

(1) Lodging
(2) Toll roads and bridges

(3) Commercial transportation (plane tickets, etc.)

(4) Conference registration fees

(5) Parking over $1.00

f. Actual subsistence expenses are allowed for an official University delegate in attendance at a convention or other formal gathering over which the University has no control, if approved by the Dean or Department Head. An explanation is required on the Travel Voucher, including the name of the convention. Membership dues to any organization are not reimbursable.

g. The travel and subsistence reimbursement rates established hereinabove shall be increased or decreased consistent with such rates as may be established in the future by EMU as general policy for EMU employees.

M. Tuition Assistance Program

1. A tuition assistance program providing for a waiver of the full cost of tuition fees for up to six (6) semester hours of credit per semester at Eastern Michigan University, shall be available to eligible Faculty Members. This program applies to tuition only; registration and other incidental fees which may be charged shall be borne by the Faculty Member.

2. A Faculty Member shall be eligible for a tuition waiver if he/she satisfies the following terms and conditions:

a. The Faculty Member must have completed one (1) year of service prior to the first day of classes of the term or semester for which he/she plans to register.

b. The Faculty Member must present evidence of admission to EMU's Staff Benefits Office confirming that he/she has satisfied all admission requirements and is eligible to enroll for courses.

c. The Faculty Member must submit a completed application for Tuition Assistance to the Staff Benefits Office not less than five (5) working days prior to registering. Upon approval, a Tuition Fee Voucher will be issued to the Faculty Member.

NOTE: Failure to submit a completed application within the timelines herein provided forfeits the Faculty Member's eligibility for that term.

d. The Faculty Member must agree to reimburse EMU for the cost of all tuition assistance benefits forfeited under the terms and conditions hereinafter provided. To assure prompt reimbursement of all amounts paid by EMU for tuition assistance benefits forfeited by the Faculty Member, the Faculty Member shall authorize EMU to collect such amounts through deductions from his/her pay in amounts not to exceed twenty-five percent (25%) of the gross amount of each biweekly paycheck (unless the Faculty Member is terminating, in which case the entire amount may be deducted) or other appropriate means.

3. Faculty Members on full-time (100%) appointments for the term or semester for which application is made shall be entitled to full benefits. Faculty Members on at least a fifty percent (50%) appointment but less than a one hundred percent (100%) appointment shall be entitled to one-

half (½) the benefits outlined above. Faculty Members on less than a fifty percent (50%) appointment shall be ineligible for tuition assistance benefits.

606 4. The Faculty Member must take courses during non-working hours.

607 5. A Faculty Member shall forfeit tuition assistance benefits and must reimburse the full cost of such benefits to EMU if:

608 a. A grade of "pass," or "C" or above ("B" for graduate courses), is not achieved in any course for which tuition waiver is obtained.

609 b. A mark of "Incomplete" (I) is received and not converted to a passing grade within six (6) months following termination of the semester in which the course was taken, or the date the Faculty Member's employment terminates, whichever is earlier.

610 c. The Faculty Member withdraws from a course after the date specified in the course Bulletin for one hundred percent (100%) tuition refund. Exceptions may be made by the Staff Benefits Manager upon a showing of appropriate cause by the Faculty Member (e.g. prolonged incapacitating illness, unanticipated conflict between a course in which the Faculty Member is required to teach and the one in which he/she has enrolled, etc.).

ARTICLE XX. RETIREMENT BENEFITS

611 A. Types of Retirement Programs

During the term of this Agreement, Faculty Members may retire under one (1) of the University's regular retirement or early retirement incentive programs, subject to the terms, conditions, exclusions and limitations hereinbelow set forth. Under no circumstances may a Faculty Member exercise more than one (1) early retirement incentive option.

612 B. Regular Retirement Programs

613 1. Eligibility and Notice

Regular retirement age for a Faculty Member is sixty (60) years of age, and compulsory retirement age is on or before June 30 of the fiscal year in which he/she attains age seventy (70). A Faculty Member planning to retire before age seventy (70) should inform his/her department head one (1) year in advance of his/her anticipated date of retirement.

614 2. Retirement Programs

615 a. Each Faculty Member who is on an appointment of fifty percent (50%) or greater is eligible to participate in one (1) of the following retirement programs:

616 (1) Michigan Public School Employees Retirement System (MPSERS); or

617 (2) Teachers Insurance and Annuities Association - College Retirement Equities Fund (TIAA - CREF).

618 b. Each Faculty Member must elect to participate in one (1) of these retirement programs within ninety (90) calendar days of the commencement of his/her regular employment with EMU. A Faculty Member who does not make such an election within this time period shall automatically be enrolled under the provisions of the Michigan

Public School Employees Retirement System (MPSERS). Once a Faculty Member has been so enrolled such enrollment is final and cannot be changed.

c. EMU Contributions

(1) EMU shall contribute the amount specified annually by the State of Michigan for each Faculty Member participating in the Michigan Public School Employees Retirement System.

(2) EMU's contribution for Faculty Members who participate in TIAA - CREF shall be 16.70% of earnings, less all Social Security contributions required to be made by EMU.

(3) Tax Deferred Annuities

EMU agrees to continue to provide a Tax Deferred Annuity Program for Faculty Members.

3. Payment of Unused Accumulated Temporary Disability Leave Benefits

a. A Faculty Member hired prior to July 1, 1979 who satisfies the minimum age and service requirements hereinafter provided and separates from employment with EMU for retirement purposes, shall be paid fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, as provided for in Article XI.A.1., effective the date of his/her termination. Such payments shall be made at the Faculty Member's regular base rate of pay as of the date of termination.

b. Age and Service Requirements

To be eligible to receive payment for fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, the Faculty Member shall satisfy the following minimum requirements:

(1) The Faculty Member shall be at least fifty-five (55) years of age and must have completed fifteen (15) years of regular full-time service at EMU as of the date of separation; or

(2) The Faculty Member shall be at least sixty (60) years of age and must have completed ten (10) years of regular full-time service at EMU as of the date of separation.

For purposes of this provision, to accumulate one (1) year's service credit the Faculty Member must have worked at least one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30.

Proportionate service credit may be granted for less than full-time employment [e.g., 170 days at three (3) hours per day equals 3/10 of a year of credit]. No more than one (1) service year's credit may be earned in any one (1) fiscal year.

4. Life Insurance

Faculty Members who terminate their employment with EMU for retirement purposes and satisfy the minimum age and service requirements of Section B.3.b. above, shall be provided a lifetime benefit of one thousand dollars ($1,000) of life insurance benefits which shall be maintained by EMU at no cost to the Faculty Member.

5. Group Medical Benefits

EMU's contribution to medical benefits, dental benefits, long-term disability benefits and all other fringe benefits shall terminate effective

the day following the Faculty Member's last date of active employment with EMU. EMU's contribution to MPSERS and TIAA - CREF will also terminate effective the day following the Faculty Member's last date of active employment with EMU.

632 Faculty Members who terminate their employment with EMU for retirement purposes and satisfy the age and service requirements of Section B.3.b. above, shall be eligible to continue, at their own expense, group medical benefits if enrolled at the time of retirement, consistent with the terms of EMU's master plan document. Faculty Members electing to continue their group medical benefits shall pay the full cost of such continued benefits. Proper application and arrangements for payment of continued benefits must be made in the Staff Benefits Office by no later than thirty (30) calendar days prior to the effective date of the Faculty Member's retirement. The Faculty Member shall pay the full cost of such benefits on a calendar year quarterly basis commencing with the date he/she is removed from the active payroll. The initial payment shall be for the period commencing with the date the Faculty Member is no longer eligible for benefits paid for by EMU, through the end of that calendar year quarter. Payments shall thereafter be remitted in full to EMU's Payroll Office at least fifteen (15) days prior to the beginning of each calendar year quarter.

633 6. Waiver of Employment Rights

In consideration of EMU's acceptance and approval of a Faculty Member's application for retirement, the Faculty Member shall waive any and all claims of whatever nature, whether under state or federal laws, this collective bargaining agreement, or EMU policies, which arise out of his/her employment with EMU. By way of illustration and not by way of limitation, Faculty Members shall waive any and all retention priority and tenure rights, all entitlements to future wage and benefit increases, all rights to participate in any and all group benefit plans other than group medical benefits as hereinabove provided, and any and all rights he/she may have to continued employment or reemployment with EMU.

634 7. Irrevocability

Once an individual's notice of retirement has been tendered to and is accepted by EMU, it shall be irrevocable.

635 C. Early Retirement Incentive Programs

636 1. Early Retirement Severance Payment Plan

637 a. Availability of Plan

The parties agree that an Early Retirement Severance Payment Plan shall be offered on a one-time only basis. Any Faculty Member who meets the requirements set forth below is eligible to apply. Eligible Faculty Members who have not filed an application to terminate their employment in accordance with the terms of this Early Retirement Severance Payment Plan on or before April 15, 1983, shall be deemed ineligible for said plan and shall permanently forfeit all rights thereto.

638 b. Eligibility Requirements

To be eligible to apply for the Early Retirement Severance Payment Plan, Faculty Members must have completed twenty (20) years of

service in a regular tenure track position at EMU as of June 30, 1983.

639 For purposes of this provision, to accumulate one (1) year's service credit the Faculty Member must have worked at least one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30. Proportionate service credit may be granted for less than full-time employment but not less than half-time employment (e.g. 170 days at three (3) hours per day equals 5/10 of a year of credit). Faculty Members on paid medical, sabbatical or other paid leaves from EMU shall receive credit for such service. Authorized unpaid leaves shall not be creditable for the purpose of meeting the twenty (20) year service requirement unless such service credit was approved in writing by EMU at the time of said unpaid leave. No more than one (1) service year's credit may be earned in any one (1) fiscal year.

640 Faculty Members who have been laid off or served notice of layoff by EMU prior to submission of a formal application for the Early Retirement Severance Payment Plan or who have previously served written notice upon EMU of their intent to retire, shall not be eligible for the Early Retirement Severance Payment Plan herein provided.

641 c. Application Period and Procedure

The application period shall begin upon ratification of this Agreement by both parties and shall run through April 15, 1983. Applications may be obtained from EMU's Staff Benefits Office. Eligible Faculty Members will have their applications considered in the order in which they are received. The Staff Benefits Office will time and date stamp all applications and provide Faculty Members with receipts as proof of submission.

642 d. Effective Date

Retirement shall take effect on January 1, 1983 or April 30, 1983, whichever the applicant may so elect, subject to EMU's right to postpone Early Retirement to the latter date in cases where additional time is deemed necessary to secure a replacement.

643 e. Benefits

A Faculty Member who applies for and is subsequently accepted for the Early Retirement Severance Payment Plan shall receive an amount equal to one-half (½) his/her regular academic year [eight (8) months] of base salary, each year for a total of two (2) years. Said amount shall be computed as of the Faculty Member's last date of active service and shall thereafter be payable on a biweekly basis in fifty-two (52) to fifty-four (54) equal installments, commencing January 6, 1983 for Faculty Members retiring effective January 1, 1983, and September 1, 1983 for Faculty Members retiring effective April 30, 1983. For a period of sixty (60) months following the effective date of a Faculty Member's resignation, or until he/she reaches the age of seventy (70), or until his/her death, whichever comes first, EMU shall also provide group medical benefits applicable to regular full-time Faculty Members, subject to the understanding that, except in the case of Faculty Members eligible for MPSERS or Medicare benefits, the Faculty Member shall immediately forfeit all rights to this benefit should he/she otherwise be eligible, or subse-

quently become eligible, for medical benefits through another source. At such time as a Faculty Member becomes eligible for medical benefits through MPSERS or Medicare, EMU's group medical benefits will be reduced to the extent that benefits are payable by MPSERS or Medicare. Further, should the Faculty Member later become ineligible for medical benefits through another source, he/she may have EMU's coverage reinstated upon appropriate written application to EMU, subject to the limitations hereinabove provided. Within twenty (20) calendar days of the Faculty Member's becoming eligible for medical benefits coverage through another source he/she must serve appropriate written notice upon EMU that his/her medical benefits are to be terminated. Said notice shall be by certified mail to EMU's Staff Benefits Office. Failure to so notify EMU shall result in the Faculty Member's becoming liable to EMU in an amount equal to any and all payments made by EMU toward medical benefits for which he/she was not entitled. Any or all such sums owed EMU by virtue of the Faculty Member's noncompliance with the provisions herein set forth, may be deducted from any outstanding sums payable by EMU to him/her or may otherwise be collected by EMU through appropriate civil process.

644 f. Termination of Insurance Coverages

EMU's contribution for dental benefits, long-term disability benefits and other fringe benefits shall terminate effective the day following the Faculty Member's last date of active employment with EMU. EMU's contributions to MPSERS and TIAA - CREF will also terminate effective the day following the Faculty Member's last date of active employment with EMU.

645 g. Accumulated Temporary Disability Leave Payment

646 (1) A Faculty Member hired prior to July 1, 1979 who satisfies the minimum age and service requirements hereinafter provided and separates from employment with EMU under the terms of this Early Retirement Severance Payment Plan, shall be paid fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, as provided for in Article XI.A.1. Such payments shall be made at the Faculty Member's regular base rate of pay as of the date of his/her termination, in twenty-six (26) or twenty-seven (27) equal biweekly installments, commencing with the first pay of the academic year next following the year in which the last biweekly severance payment is made to the Faculty Member, as provided for in Section C.1.e. above.

647 (2) Age and Service Requirements

To be eligible to receive payment for fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, the Faculty Member shall satisfy the following minimum requirements:

648 (a) The Faculty Member shall be at least fifty-five (55) years of age and must have completed fifteen (15) years of regular full-time service at EMU as of the date of separation, or,

649 (b) The Faculty Member shall be at least sixty (60) years of age

and must have completed ten (10) years of regular full-time service at EMU as of the date of separation.

650 For purposes of this provision, to accumulate one (1) year's service credit, the Faculty Member must have worked at least one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30. Proportionate service credit may be granted for less than full-time employment [e.g. 170 days at three (3) hours per day equals 5/10 of a year of credit]. No more than one (1) service year's credit may be earned in any one (1) fiscal year.

651 h. Offsets for Unemployment/Workers' Compensation Benefits

It is understood and agreed that in the event the Faculty Member applies for and receives unemployment or workers' compensation benefits attributable to his/her service to EMU, the Faculty Member's entitlements under this Early Retirement Severance Payment Plan shall be reduced in an amount equal to said benefits so received. Should the Faculty Member receive unemployment or workers' compensation benefits subsequent to his/her receipt of all or any part of such early retirement benefits, the Faculty Member shall reimburse EMU an amount equal to said benefits up to but not to exceed the total amount of the payments provided for under this Early Retirement Severance Payment Plan. If the Faculty Member should fail to reimburse EMU upon its request, EMU may enforce this agreement through appropriate civil process.

652 i. Waiver of Employment Rights

In consideration of EMU's acceptance and approval of a Faculty Member's application for an early retirement payment, the Faculty member shall waive, effective the date of his/her separation from EMU, any and all claims of whatever nature, whether under state or federal laws, this Collective Bargaining Agreement, or EMU policies, which arise out of his/her employment with EMU. By way of illustration and not by way of limitation, the Faculty Member shall waive any and all retention priority and tenure rights, all entitlements to future wage and benefit increases, all rights to participate in any and all group benefit plans other than the group medical benefit plan as hereinabove provided, and any and all rights he/she may have to continued employment or reemployment with EMU.

653 j. Tax Status of Payments

Early retirement payments shall not be subject to EMU TIAA - CREF or MPSERS contributions nor shall they be subject to F.I.C.A. (social security), state or federal income tax withholdings, unless otherwise required by state or federal law. Sums in payment of Accumulated Temporary Disability Leave shall be subject to TIAA - CREF or MPSERS contributions and F.I.C.A. (social security), state and federal income tax withholdings, unless otherwise permissably excluded under state or federal law. EMU shall make appropriate disclosure of all payments made in the relevant calendar year on Internal Revenue Forms W-2 or 1099, whichever is applicable.

654 k. Individual Resignation Agreement

A Faculty Member whose application is approved under the terms of

this Early Retirement Payment Plan shall be required to execute an individual resignation agreement with the University which shall describe the Faculty Member's payment and benefit entitlements under the plan and the respective obligations of the parties. No applicant shall be approved or shall otherwise be eligible for an early retirement severance payment until said agreement is duly executed by the parties, which agreement shall expressly supersede all earlier oral or written agreements between the Faculty Member and EMU and shall constitute the parties' sole and entire agreement.

655 l. Replacement of Retired Faculty Member

The replacement, partial replacement or non-replacement of Faculty members who avail themselves of the Early Retirement Severance Payment Plan shall be at EMU's discretion, subject only to the provisions of Article IX. of this Collective Bargaining Agreement. If replacement is deemed necessary, EMU shall have the right to make such replacement with lecturers, or other bargained for or non-bargained for staff, for up to four (4) years in any department in which an early retirement has been accepted, whichever EMU, in its sole and exclusive discretion, may so decide. If continued replacement is required after the expiration of this four (4) year period, such replacement must be a regular Bargaining Unit member.

656 m. Irrevocability

Once an individual retirement application has been tendered to and is accepted by EMU, it shall be irrevocable.

657 2. Phased Retirement Plan

658 a. Availability of Plan

The parties agree that a Phased Retirement Plan shall be offered on a one-time only basis. Any Faculty Member who meets the requirements set forth below is eligible to apply. Eligible Faculty members who have not filed an application to terminate their employment in accordance with the terms of this Phased Retirement Plan on or before April 15, 1983, shall be deemed ineligible for said plan and shall permanently forfeit all rights thereto.

659 b. Eligibility Requirements

To be eligible to apply for the Phased Retirement Plan, Faculty Members must have completed twenty-five (25) years of service in a regular tenure track position at EMU as of June 30, 1983.

660 For purposes of this provision, to accumulate one (1) year's service credit the Faculty Member must have worked at least one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30. Proportionate service credit may be granted for less than full-time employment but not less than half-time employment (e.g. 170 days at three (3) hours per day equals 5/10 of a year of credit). Faculty Members on paid medical, sabbatical or other paid leaves from EMU shall receive credit for such service. Authorized unpaid leaves shall not be creditable for the purpose of meeting the twenty-five (25) year service requirement unless such service credit was approved in writing by EMU at the time

of said unpaid leave. No more than one (1) service year's credit may be earned in any one (1) fiscal year.

661 Faculty Members who have been laid off or served notice of layoff by EMU prior to submission of a formal application for the Phased Retirement Plan, or who have previously served written notice upon EMU of their intent to retire, shall not be eligible for the Phased Retirement Plan herein provided.

662 e. Application Period and Procedure

The application period shall begin upon ratification of this Agreement by both parties and shall run through April 15, 1983. Applications may be obtained from EMU's Staff Benefits Office. Eligible Faculty Members will have their applications considered in the order in which they are received. The Staff Benefits Office will time and date stamp all applications and provide Faculty members with receipts as proof of submission.

663 d. Effective Date

Phased Retirement shall take effect on January 1, 1983 or April 30, 1983, whichever the applicant may so elect, subject to EMU's right to postpone Phased Retirement to the latter date in cases where additional time is deemed necessary to secure a replacement.

664 e. Benefits

A Faculty Member who applies for and is subsequently accepted for Phased Retirement shall be placed on a one-half (½) time [i.e. fifty percent (50 %)] appointment for which he/she will receive sixty percent (60 %) of his/her regular academic year [eight (8) months] base salary for such period the Faculty Member may so elect, up to, but not exceeding, three (3) years duration. The Faculty Member shall be eligible for no other payments or benefits except those for which he/she may otherwise be eligible under one (1) of the regular retirement programs set forth in Section B., Regular Retirement Programs, above.

665 f. Accumulated Temporary Disability Leave Payments

666 (1) A Faculty Member hired prior to July 1, 1979 who satisfies the minimum age and service requirements hereinafter provided and separates from employment with EMU under the terms of this Phased Retirement Plan, shall be paid fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, as provided for in Article XI.A.1. Such payments shall be made at the Faculty Member's regular base rate of pay as of the date of his/her termination, in twenty-six (26) or twenty-seven (27) equal biweekly installments, commencing with the first pay of the academic year next following the Faculty Member's last date of regular employment with EMU.

667 (2) Age and Service Requirements

To be eligible to receive payment for fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, the Faculty Member shall satisfy the following minimum requirements:

668 (a) The Faculty Member shall be at least fifty-five (55) years of

age and must have completed fifteen (15) years of regular full-time service at EMU as of the date of the separation, or

669 (b) The Faculty Member shall be at least sixty (60) years of age and must have completed at least ten (10) years of regular full-time service at EMU as of the date of separation.

670 For purposes of this provision, to accumulate one (1) year's service credit, the Faculty Member must have worked at least one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30. Proportionate service credit may be granted for less than full-time employment [e.g. 170 days at three (3) hours per day equals 5/10 of a year of credit]. No more than one (1) service year's credit may be earned in any one (1) fiscal year.

671 g. Offsets for Unemployment/Workers' Compensation Payments

It is understood and agreed that in the event the Faculty Member applies for and receives unemployment or workers' compensation benefits attributable to his/her service to EMU, the Faculty Member's entitlements under this Phased Retirement Plan shall be reduced in an amount equal to said benefits so received. Should the Faculty Member receive unemployment or workers' compensation benefits subsequent to his/her receipt of all or any part of such phased retirement benefits, the Faculty Member shall reimburse EMU an amount equal to the total amount of payments provided for under this Phased Retirement Plan. If the Faculty Member should fail to reimburse EMU upon its request, EMU may enforce this agreement through appropriate civil process.

672 h. Waiver of Employment Rights

In consideration of EMU's acceptance and approval of a Faculty Member's application for a phased retirement payment, the Faculty Member shall waive, effective the date of his/her separation from EMU, any and all claims of whatever nature, whether under state or federal laws, this Collective Bargaining Agreement, or EMU policies, which arise out of his/her employment with EMU. By way of illustration and not by way of limitation, the Faculty Member shall waive any and all retention priority and tenure rights, all entitlements to future wage and benefits increases, all rights to participate in any and all group benefit plans other than the group medical benefit plan as provided in Section B.5. above, and any and all rights he/she may have to continued employment with EMU.

673 i. Tax Status

Sums in payment of Accumulated Temporary Disability Leave shall be subject to EMU TIAA - CREF or MPSERS contributions and F.I.C.A. (social security), state and federal income tax withholdings, unless otherwise permissably excluded under state or federal law. EMU will make appropriate disclosure of payments made in the relevant calendar year on Internal Revenue Forms W-2 or 1099, whichever is applicable.

674 j. Professional Responsibilities

The Faculty Member accepting Phased Retirement shall retain

responsibility for non-teaching duties such as advising and committee participation on a prorated basis equal to his/her half-time employment.

675 k. Fringe Benefits

Faculty Members on Phased Retirement shall continue to be eligible for all fringe benefits as specified in Article XIX., for the duration of their active employment with EMU.

676 l. Temporary Disability Leave

Faculty Members on Phased Retirement shall receive Temporary Disability Leave days as specified in Article XI.A.2., and shall be eligible to draw from the Central Sick Leave Bank as provided for in Article XI.A.3.f.

677 m. Individual Resignation Agreement

A Faculty Member whose application is approved under the terms of this Phased Retirement Plan shall be required to execute an individual resignation agreement with the University which shall describe the Faculty Member's payment and benefit entitlements under the plan and the respective obligations of the parties. No applicant shall be approved or shall otherwise be eligible for a phased retirement payment until said agreement is duly executed by the parties, which agreement shall expressly supersede all earlier oral or written agreements between the Faculty Member and EMU and shall constitute the parties' sole and entire agreement.

678 n. Replacement of Retired Faculty Member

The replacement, partial replacement or non-replacement of Faculty Members who avail themselves of the Phased Retirement Plan shall be at EMU's discretion, subject only to the provisions of Article IX. of this Collective Bargaining Agreement. If replacement is deemed necessary, EMU shall have the right to make such replacement with lecturers, or other bargained for or non-bargained for staff, for up to four (4) years in any department in which a phased retirement has been accepted, whichever EMU, in its sole and exclusive discretion, may so decide. If continued replacement is required after the expiration of this four (4) year period, such replacement must be a regular Bargaining Unit member.

679 o. Irrevocability

Once a Phased Retirement application has been tendered to and is accepted by EMU, it shall be irrevocable. Acceptance of phased retirement shall be permanent and the Faculty Member shall thereafter not be eligible for recall to full-time appointment under the provisions of Article VIII.E.

680 3. Early Retirement as an Alternative to Layoff Plan

681 a. Availability of Plan

The parties agree that this plan shall be offered only to Faculty Members in departments in which one (1) or more layoff notices have been given, or which have been notified by EMU as being subject to layoff.

682 For each layoff notice or anticipated layoff notice in an affected department, one (1) early retirement may be granted, subject to the terms and conditions hereinafter provided.

683 b. Eligibility Requirements

Early retirement will not be granted to Faculty Members who have been laid off, served notice of layoff, been identified by EMU as being subject to layoff, or who have already given notice of their intent to retire under EMU's regular (MPSERS or TIAA - CREF) or Phased Retirement Plans.

684 In order to be eligible for this plan, the applicant's academic year [eight (8) months] base salary must exceed the academic year [eight (8) months] base salary of the Faculty Member designated for layoff by an amount sufficiently great so that the payment period (Y) as described in paragraph e. below, will not exceed five (5) years.

685 If there is more than one (1) applicant, retirement shall be granted to the Faculty Member whose academic year [eight (8) months] base salary exceeds the academic year [eight (8) months] base salary of the Faculty Member designated for layoff by the greatest amount. In those cases where two (2) or more Faculty Members applying for early retirement have the same salary, the Faculty Member with the highest retention priority, as provided for in Article VIII., shall be granted early retirement.

686 c. Application Period and Procedure

Applications for early retirement under this plan must be made within ninety (90) days of the date on which the Faculty Member in the affected department has received a layoff notice, or the department has received notice of intent to lay off.

687 Applications may be obtained from EMU's Staff Benefits Office.

688 If no applications are received during the aforementioned ninety (90) day period, EMU may proceed with the layoff as intended and/or noticed.

689 d. Effective Date

Early Retirement shall be effective at EMU's discretion up to and including the date the designated layoff was to take effect.

690 e. Benefits

A Faculty Member who applies for and is subsequently accepted for early retirement under this plan shall receive an amount equal to one (1) year's regular academic year [eight (8) months] base salary. Said amount shall be computed as of the Faculty Member's last date of active service and shall thereafter be payable on a biweekly basis in equal installments for a period of Y years, as defined below, commencing with the first pay of the Winter Semester for Faculty Members retiring between September 1 and December 31, and the first pay of the Fall Semester for Faculty Members retiring between January 1 and August 31.

691 The number of years over which the payment is to be made shall be determined by the following formula:

$$Y = \frac{x^2}{x^2 - x^1}$$

Y = Duration of Payments Expressed in Years

x^1 = Academic Year [eight (8) months] Base Salary of the Faculty Member Scheduled for Layoff

x^2 = Academic Year [eight (8) months] Base Salary of the Faculty Member Electing Early Retirement

$x^2 - x^1$ = Amount To Be Paid Per Year to the Retiree

692 *Example #1*

x^1 = $20,000

x^2 = $30,000

$$\frac{30,000}{30,000-20,000} = \frac{30,000}{10,000} = 3 \text{ years of payments}$$

693 *Example #2*

x^1 = $15,000

x^2 = $25,000

$$\frac{25,000}{25,000-15,000} = \frac{25,000}{10,000} = 2.5 \text{ years of payments}$$

694 In no instance will a Faculty Member be eligible for Early Retirement under this plan if the duration of payments indicated by the above formula exceeds five (5) years. Further, the Faculty Member shall be eligible for no other payments or benefits, except those for which he/she may otherwise be eligible under one (1) of the regular retirement programs set forth in Section B., Regular Retirement Programs, above.

695 f. Accumulated Temporary Disability Leave Payments

696 (1) A Faculty Member hired prior to July 1, 1979 who satisfies the minimum age and service requirements hereinafter provided and separates from employment with EMU under the terms of this Early Retirement Program shall be paid fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, as provided for in Article XI.A.1. Such payments shall be made at the Faculty Member's regular base rate of pay as of the date of his/her termination, in twenty-six (26) or twenty-seven (27) equal installments, commencing with the first pay of the academic year next following the year in which the Faculty Member's last severance payment is made as provided for in Section C.3.e. above.

697 (2) Age and Service Requirements

To be eligible to receive payment for fifty percent (50%) of his/her Unused Accumulated Temporary Disability Leave, the Faculty Member shall satisfy the following minimum requirements:

698 (a) The Faculty Member shall be at least fifty-five (55) years of age and must have completed fifteen (15) years of regular full-time service at EMU as of the date of separation, or

699 (b) The Faculty Member shall be at least sixty (60) years of age

and must have completed ten (10) years of regular full-time service at EMU as of the date of separation.

700 For purposes of this provision, to accumulate one (1) year's service credit, the Faculty Member must have worked at least one hundred and seventy (170) days for a minimum of six (6) hours per day in a fiscal year, beginning July 1 and ending June 30. Proportionate service credit may be granted for less than full-time employment [e.g. 170 days at three (3) hours per day equals 5/10 of a year of credit]. No more than one (1) service year's credit may be earned in any one (1) fiscal year.

701 g. Offsets for Unemployment/Workers' Compensation Benefits

702 It is understood and agreed that in the event the Faculty Member applies for and receives unemployment or workers' compensation benefits attributable to his/her service to EMU, the Faculty Member's entitlements under this Early Retirement Plan shall be reduced in an amount equal to said benefits so received. Should the Faculty Member receive unemployment or workers' compensation benefits subsequent to his/her receipt of all or any part of such early retirement benefits the Faculty Member shall reimburse EMU an amount equal to said benefits up to but not to exceed the total amount of the payments provided for under the Early Retirement as an Alternative to Layoff Plan. If the Faculty Member should fail to reimburse EMU upon its request, EMU may enforce this agreement through appropriate civil process.

703 h. Waiver of Employment Rights

In consideration of EMU's acceptance and approval of a Faculty Member's application for an early retirement payment, the Faculty Member shall waive, effective the date of his/her separation from EMU, any and all claims of whatever nature, whether under state or federal laws, this Collective Bargaining Agreement, or EMU policies, which arise out of his/her employment with EMU. By way of illustration and not by way of limitation, the Faculty Member shall waive any and all retention priority and tenure rights, all entitlements to future wage and benefit increases, all rights to participate in any and all group benefit plans other than the group medical benefit plan as hereinabove provided in Section B.5. above, and any and all rights he/she may have to continued employment or reemployment with EMU.

704 i. Tax Status of Payments

Early retirement payments shall not be subject to EMU TIAA-CREF or MPSERS contributions nor shall they be subject to F.I.C.A. (social security), state or federal income tax withholdings, unless otherwise required by state or federal law. Sums in payment of Accumulated Temporary Disability Leave shall be subject to TIAA-CREF or MPSERS contributions and F.I.C.A. (social security), state and federal income tax withholdings, unless otherwise permissably excluded under state or federal law. EMU shall make appropriate disclosure of all payments made in the relevant calendar year on Internal Revenue Forms W-2 or 1099, whichever is applicable.

705 j. Individual Resignation Agreement

A Faculty Member whose application is approved under the terms of this Early Retirement Plan shall be required to execute an individual resignation agreement with EMU which shall describe the Faculty Member's payment and benefit entitlements under the plan and the respective obligations of the parties. No applicant shall be approved or shall otherwise be eligible for an early retirement payment until said agreement is duly executed by the parties, which agreement shall expressly supersede all earlier oral or written agreements between the Faculty Member and EMU and shall constitute the parties' sole and entire agreement.

706 k. Replacement of Retired Faculty

The replacement, partial replacement or non-replacement of Faculty Members who avail themselves of the Early Retirement Payment Plan shall be at EMU's discretion, subject only to the provisions of Article IX. of this Collective Bargaining Agreement. If replacement is deemed necessary, EMU shall have the right to make such replacement with lecturers, or other bargained for or non-bargained for staff, for up to four (4) years in any department in which an early retirement has been accepted, whichever EMU, in its sole and exclusive discretion, may so decide. If continued replacement is required after the expiration of this four (4) year period, such replacement must be a regular Bargaining Unit member.

707 l. Irrevocability

Once an individual retirement application has been tendered to and is accepted by EMU, it shall be irrevocable.

ARTICLE XXI. DEATH BENEFITS

708 A. Accrued Wages

All accrued wages earned and unpaid as of the date of a Faculty Member's death shall be made to his/her designated beneficiary or estate.

709 B. Payment of Unused Accumulated Temporary Disability Leave Benefits

A Faculty Member hired prior to July 1, 1979 who dies during the course of his/her employment with EMU, and who otherwise satisfies the eligibility criteria set forth in Article XX.B.3. of this Agreement for a retirement benefit in the amount of fifty percent (50%) of his/her accumulated temporary disability leave, if any, shall be entitled to have said amount paid as a death benefit to his/her designated beneficiary or estate. Such payment will be made at the Faculty Member's regular rate of pay as of the date of death.

ARTICLE XXII. HEALTH AND SAFETY COMMITTEE

710 The Association President and his/her designee shall be permitted to serve on the University's Health and Safety Committee.

711 The Association and EMU recognize it to be one of the functions of the Health and Safety Committee to make recommendations to the administration for the purpose of eliminating and controlling unsafe conditions liable to cause injury or illness to employees.

712 Although it is specifically agreed and understood that any recommendations made by the Association on health and safety issues shall be considered as purely advisory in their nature, the Association may present its recommendations, in the form of a written report, to the Health and Safety Committee for its review.

713 The report shall include a complete identification of the unsafe condition, recommendation(s) for addressing said condition, costs of implementation of said recommendation(s) if reasonably ascertainable, and such other documentation as may be appropriate to a complete and thorough understanding of the problem and the accompanying recommendations.

714 If supported by a two-thirds (2/3) majority vote of the Health and Safety Committee, the Association may request that its report be forwarded by said Committee, along with any additional written comments/recommendations the Committee may deem appropriate, to the Director of the Physical Plant for his/her review. Within a reasonable period thereafter, the Director of the Physical Plant shall advise the Health and Safety Committee, in writing, of the results of his/her review and such corrective actions he/she has directed or intends to direct, if any, to eradicate the unsafe condition. If the Director of the Physical Plant fails to reply, or fails to support the Association's recommendations, the Association may request the Health and Safety Committee to forward its report, and all related materials, to the Vice President for Business and Finance for his/her review. In its request the Association shall provide a written statement detailing in what specific respects it takes issue with the Director of the Physical Plant's disposition of the problem, and such action(s) it recommends be implemented in lieu thereof. If supported by a two-thirds (2/3) majority vote of the Health and Safety Committee, the Association's report and recommendations shall be forwarded to the Vice President for Business and Finance for review and such action as he/she shall deem appropriate in the circumstances.

ARTICLE XXIII. SPECIAL CONFERENCES

715 At the request of the Association or EMU, the parties shall confer at such reasonable times as both parties shall agree to consider problems in implementing this Agreement and matters of mutual concern.

716 All such conferences shall be arranged through the President of the Association or his/her designated representative and the Executive Director of Human Resources or his/her designated representative.

ARTICLE XXIV. STRIKES AND LOCKOUTS

717 A. It is agreed that on the part of the Association there shall, during the term of this Agreement, be no strike, stoppage of work or slowdown, and on the part of EMU, no lockout.

718 B. In the case of any strike, slowdown, or other suspension of work not authorized by the Association, its officers or agents, and not called in compliance with the terms and provisions of this Agreement, EMU agrees that such violation of this Agreement shall not cause the Association, its officers or agents to be liable for damages; provided that the Association complies fully with the following:

719 1. The Association's obligation to take action shall commence immediately upon receipt of notice from EMU that a violation has occurred.

720 2. Immediately upon receipt of such notice the responsible Association representative shall immediately talk with those Faculty Members responsible for or participating in such violation, stating to them that:

721 a. Their action is in violation of the Agreement, subjecting them to discharge or discipline.

722 b. The Association has not authorized the strike, slowdown, or suspension of work and does not approve or condone it.

723 c. The Association instructs the Faculty Members to immediately return to their respective jobs, and submit any grievances they may have through the grievance procedure provided for in the Agreement.

ARTICLE XXV. PAST PRACTICES

724 General personnel policies, applicable to Faculty Members and formally approved by the Board of Regents prior to the date of this Agreement and not otherwise modified or referenced herein, shall only be changed after notification to the Association of intent to change and negotiation to agreement or to impasse relative to the proposed change.

ARTICLE XXVI. OTHER PROVISIONS

725 A. Agreement Construction

The paragraph titles throughout this Agreement are merely editorial identifications of their related text and do not limit or control that text.

726 B. Saving Clause

If, during the life of this Agreement, any of the provisions contained herein are held to be invalid by operation of law or by any tribunal of competent jurisdiction or if compliance with or enforcement of any provisions should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby. In the event any provision herein contained is so rendered invalid, upon written request of either party hereto, EMU and the Association shall immediately enter into collective bargaining for purpose of negotiating a mutually satisfactory replacement for such provision.

ARTICLE XXVII. DURATION AND AMENDMENT

727 This Agreement shall continue in full force and effect from November 1, 1982 to and including August 31, 1984. The Agreement shall continue in effect from year-to-year hereafter unless either party notifies the other in writing not less than ninety (90) days prior to the expiration date that a modification or termination of the Agreement is desired. Should either party to this Agreement serve such notice upon the other party, EMU and the Association shall meet for the purpose of negotiation and shall commence consideration of proposed changes or modifications in the Agreement not less than sixty (60) days prior to the expiration of the Agreement.

728 If, pursuant to such negotiation, an Agreement on the renewal or modification of this Agreement is not reached prior to the expiration date, this Agreement shall expire at the expiration date unless it is extended for a specified period by mutual agreement of the parties.

729 In witness whereof, this Agreement has been executed by the parties by their duly authorized representatives this 18th day of November, 1982.

EASTERN MICHIGAN UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

Donald W. Pearson
President

David D. Tammany
Chief Negotiator,
Professor, Department
of Fine Arts

Marjorie Chamberlain
Assistant Professor,
Department of Special Education

Rachel B. Harley
Associate Professor,
Department of Music

Steven C. Haywarth
Assistant Professor,
Department of Economics

Karen E. Lindenberg
Associate Professor,
Department of Political Science

EASTERN MICHIGAN UNIVERSITY

John W. Porter
President

James P. Greene
Chief Negotiator,
Executive Director of
Human Resources

Donald F. Drummond
Dean, College of Arts and Sciences

Helen A. Perri
Assistant Director of
Employee Relations

Patricia L. Weber
Associate Dean,
College of Business

Ira M. Wheatley
Head, Department of
History and Philosophy

APPENDIX A

LETTER OF AGREEMENT

Minimum Salary Table

It is agreed that the MFA designation appearing as "MFA/PhD" in Article XVIII., Compensation, B., Minimum Salary Table, is intended to reflect the decision of Arbitrator William Haber of June 29, 1977.

Accordingly, only Faculty Members covered by that decision shall be considered to be automatically entitled to compensation at the MFA/PhD level on the minimum salary table. However, in those cases in other disciplines where the MFA is determined by EMU and AAUP to be the terminal degree and considered equivalent to a PhD, Faculty Members with the MFA in such a discipline shall, upon the approval of the parties, be considered eligible for compensation at the MFA/PhD level on the minimum salary table. A request for such a determination may be initiated by a request from a Department to either EMU or the AAUP.

It is further understood that educational equivalencies which have been or may be included in the Departmental Evaluation Documents developed in accordance with the provisions of Article XIII., Faculty Committees, E., of the 1978 or 1982 Collective Bargaining Agreements, shall not be construed to imply eligibility for salary increases under the minimum salary table except in those limited instances where the J.D. degree has been determined in the Departmental Evaluation Documents to be the appropriate terminal degree for Faculty Members specifically assigned specialized courses related to law and/or the legal system, in which case(s) the Faculty Member(s) holding the J.D. degree shall be compensated at the MFA/PhD level in accordance with the minimum salary table in Article XVIII., B.

James P. Greene
Chief Negotiator
EMU

David D. Tammany
Chief Negotiator
EMU-AAUP

APPENDIX B

LETTER OF AGREEMENT

It is agreed that the evaluation of a Faculty Member whose primary responsibility is in a division (e.g., Medical Technology), rather than a department (e.g., Biology), shall be conducted as follows:

1. An appropriate departmental committee shall be selected to conduct a peer evaluation of the Faculty Member in accordance with the standards of performance in its Departmental Evaluation Criteria Document and Articles XIV. and XV. of this Agreement.
2. The departmental committee shall apply any approved academic equivalencies of the division to which the Faculty Member is assigned.
3. Upon completion of its evaluation, the departmental committee shall forward its recommendation and all evaluation materials, as provided for in Article XV. of this Agreement, to the director of the Faculty Member's division, who shall fulfill the responsibilities of department head in accordance with the provisions of Article XIV. and XV. of this Agreement.
4. Applying the standards of performance of the Departmental Evaluation Document designated in accordance with the provisions of Section 1. above, the director of the division to which the Faculty Member is assigned shall conduct an evaluation of the Faculty Member in accordance with the provisions of said document and Articles XIV. and XV. of this Agreement.
5. Once processed at the department/division level, the evaluation of the Faculty Member shall be forwarded to the dean of the appropriate college, and from that level, to the Provost and Vice President for Academic Affairs.

James P. Greene
Chief Negotiator
EMU

David D. Tammany
Chief Negotiator
EMU-AAUP

APPENDIX C

LETTER OF AGREEMENT

It is agreed by the parties that all proposals and counterproposals exchanged and withdrawn by either party during the negotiation of the 1982 Agreement are withdrawn without prejudice either as to the future interpretation or application of the provisions of this Agreement.

James P. Greene
Chief Negotiator
EMU

David D. Tammany
Chief Negotiator
EMU-AAUP

MEMORANDUM OF UNDERSTANDING
by and between
EASTERN MICHIGAN UNIVERSITY
and the EASTERN MICHIGAN UNIVERSITY CHAPTER of the
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

It is hereby understood and agreed between Eastern Michigan University ("University" or "EMU") and the Eastern Michigan University Chapter of the American Association of University Professors ("Association") that in order to incorporate modifications and/or changes in the parties' master Agreement dated November, 1982 which have been agreed upon through past Memorandums of Understanding; and further, in order to modify the procedures for Faculty evaluation as recommended by the joint University-Faculty committee established for that purpose, Articles XIV, XV, and XVI of the parties' master Agreement shall be amended as set forth below:

ARTICLE XIV FACULTY APPOINTMENTS, REAPPOINTMENTS, TENURE, AND PROMOTION

268 A. Appointments and Reappointments

269 1. General Provisions

270 a. The terms and conditions of every appointment and/or reappointment to the Faculty shall be stated in writing and a copy provided to the Faculty Member. Any subsequent extensions or modifications of an appointment and/or reappointment and any special understandings shall also be in writing and a copy provided to the Faculty Member.

271 b. Full-time Bargaining Unit employees whose principal responsibility is teaching and/or professional library service shall be appointed to the rank of Instructor, Assistant Professor, Associate Professor or Professor.

272 c. Full-time non-Bargaining Unit employees (e.g., Lecturers) whose principal responsibility is teaching and/or professional library service may be appointed for a total duration of two (2) years, except as otherwise provided in this Agreement.

273 d. Non-Bargaining Unit employees (e.g., Lecturers) appointed to replace Faculty Members who are on leave of absence, to replace Faculty Members assigned to grants who themselves remain in the Bargaining Unit, or to replace Faculty Members who have left the Bargaining Unit to accept International Projects Appointments may be appointed as replacements, without limitation.

274 e. Faculty rank in any department shall be granted to a non-Bargaining Unit employee only after providing for the input of the Faculty Members of the department in which rank is being considered, consistent with the provisions of the input system established in accordance with Article XIII.

275 f. Appointments to the Bargaining Unit shall be probationary, i.e., working toward academic tenure, or tenured, i.e., holding indeterminate academic tenure.

276 g. In the event an appointment shall be made in any department without the consent of a majority of Faculty Members in that department, the action may be the subject of a grievance on the basis

that the appointee is not academically qualified, does not meet the published description of the position, or does not meet the appointment criteria set forth in the Departmental Evaluation Document.

277 h. Recommendations for appointment will be made pursuant to the system as specified in Article XIII, and only after careful professional review.

278 i. Recommendations for apointment shall be forwarded, in order, to the department head or the appropriate administrative agent, the dean of the college, the Provost and Vice President for Academic Affairs, the President and the Board of Regents, for approval or disapproval. In the event of the disapproval of any recommendation, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations.

279 j. Criteria and procedures to be considered in making decisions regarding applications for reappointment are set forth in Article XV.

280 2. Probationary Appointments

281 a. A probationary appointment shall be for one (1) year (i.e., 12 months, from September 1 to August 31), subject to renewal or nonrenewal by EMU at its expiration date, except in those instances in which a Faculty Member is initially appointed in mid-academic year (i.e., at the beginning of the Winter term). In those instances, said initial appointment shall be adjusted accordingly, and shall thereafter be subject to renewal for one (1) year periods as hereinabove provided (i.e., from September 1 to August 31).

b. In those instances in which a Faculty Member is initially appointed and commences his/her employment with the University during a Spring or Summer term, said Spring and/or Summer term appointment shall not be construed as a part of the Faculty Member's initial probationary year; in such instances, the initial probationary year of appointment shall, for purposes of evaluation for reappointment, tenure and promotion, be construed to have begun on September 1 immediately following said Spring and/or Summer appointment.

282 c. The number of probationary appointments which must be served before a Faculty Member may be granted tenure shall depend upon the rank at which the initial appointment was made, as follows:

Professor — two (2) years

Associate Professor — three (3) years

Assistant Professor — four (4) years

Instructor — five (5) years

283 d. Although it is not mandatory that a Faculty Member make application for tenure after having served the minimum number of probationary appointments as hereinabove provided, a Faculty Member shall be required to make application for tenure, based upon the rank at which the initial appointment was made, as follows:

Professor - by no later than November 1, of the fourth (4th) probationary year of appointment

Associate Professor - by no later than November 1, of the fifth (5th) probationary year of appointment

Assistant Professor - by no later than November 1, of the sixth (6th) probationary year of appointment

Instructor - by no later than November 1, of the seventh (7th) probationary year of appointment

284 Faculty Members who have applied for tenure shall be notified of the Provost's decision no later than the following April 10. If the decision is to deny tenure, the Faculty Member shall be given a terminal appointment for the following academic year. If notice of denial of tenure is not given prior to April 10, the Faculty Member's appointment shall be extended for an additional year, during which time a decision to grant or deny tenure shall be made.

285 e. In the event that a Faculty Member does not elect to apply for tenure after the hereinabove provided required minimum number of probationary appointments served, or, if it is apparent that the Faculty Member would not meet the criteria for tenure as provided for in his/her Departmental Evaluation Document and the parties' master Agreement, said Faculty Member shall continue to make application for reappointment until he/she makes application for tenure, subject to the limitations herein provided.

286 f. In those instances in which a Faculty Member is denied tenure, said Faculty Member shall be ineligible for further Bargaining Unit appointments to the Department/Division in which tenure was denied.

287 g. Service as a part-time or full-time employee outside the Bargaining Unit (e.g., Lecturers) shall not be considered as satisfying the required probationary periods specified in this section, except as otherwise provided in this Agreement.

288 h. A non-Bargaining Unit employee not previously a member of the Bargaining Unit but who has Faculty rank at EMU and is transferred into the Bargaining Unit shall be considered as a probationary employee for a period of time consistent with his/her rank. This requirement may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.

289 i. A non-Bargaining Unit employee who was previously a member of the Bargaining Unit and who transferred out of the Unit while a probationary employee shall, if returned to the Unit, have a probationary period consistent with his/her rank less the period of time previously served as a probationary employee in the Unit, except that such probationary period shall not be less than two (2) years. The probationary period may be waived by EMU and by a majority vote of the Faculty Members of the department in which rank is to be held. Said vote may be conducted at the time of initial appointment as a non-Bargaining Unit employee or at some later time.

290 j. Service as a member of the teaching Faculty with a primary appointment as an Instructor, Assistant Professor, Associate Professor, or Professor prior to the certification of the agent shall be considered as previous membership in the Bargaining Unit.

291 3. Appointments Outside of Currently Assigned Department

A Faculty Member who applies for a position in a department other than the department in which he/she is currently assigned (i.e., a department other than that in which he/she currently holds rank and tenure or is working toward tenure), is eligible for consideration for

employment in such other department the same as applicants from outside the University and shall be subject to the apointment procedures as specified in this Agreement, except in the case of a Faculty Member who is subject to layoff or on layoff status, who shall have preferential status as specified in Article VIII.

292 Rank and tenure status may be granted consistent with the appointment procedures provided for in this Agreement, subject to approval by EMU as herein provided, except that any such appointment with a tenure date prior to the date of appointment in the "new" department shall require the specific approval of both a majority of the Faculty in the "new" department and approval of EMU at each review level.

293 4. Tabulation of Duration of Appointments

To earn a full year of service/rank credit for the purposes of tenure, promotion, eligibility for Sabbatical Leave or Faculty Research/Creative Activity Fellowships, etc., a Faculty Member must be on a 100% appointment for a minimum of thirty-two (32) weeks during the regular Fall/Winter Semesters or while serving on a formal appointment under Plan C or Plan C1. Faculty Members who work less than thirty-two (32) weeks during the regular Fall/Winter Semesters or while serving on a formal appointment under Plan C or Plan C1, or whose appointment is less than 100%, shall have their service/rank credit proportionately reduced. A Faculty Member shall not earn more than one (1) full year's service/rank credit during any twelve (12) month period commencing September 1 through and including August 31. Within these general guidelines, Faculty Members shall, except as otherwise provided in this Agreement, be accorded service/rank credit, as follows:

294

Creditable	Non-Creditable
Service on grants directly related to the Faculty Member's discipline.	Time spent on unpaid leaves except as provided for in Article XI.
Released time as provided for under Article V.	Service on grants not directly related to the professional field in which the Faculty Member is employed by the University.
Time spent on Sabbatical Leaves or Faculty Research/Creative Activity Fellowship Leaves.	
Other time spent on leave where service/rank credit is approved by EMU.	

295 B. Tenure

296 1. The primary purpose of academic tenure originally and presently is the preservation of academic freedom. That freedom, protected by a sufficient degree of economic security to make the profession attractive to men and women of ability, is essential if the professor and thereby the University is to fulfill the function of being that agency in society devoted to the search for and exposition of truth. At Eastern Michigan University academic tenure is awarded to a Faculty Member only after he/she has proven himself/herself to be a worthy member of the University community.

297 2. Appointments with tenure will be permanent and continuous and may be terminated only for a reasonable and just cause, except in the case of retirement for age (Article XX), medical disability (Article XI), or layoff (Article VIII).

298 A non-Bargaining Unit employee who has Faculty rank at EMU and who has been previously granted tenure while a member of the Bargaining Unit shall, if returned to the Bargaining Unit, have his/her tenure recognized.

299 3. The tenure restrictions provided in this Agreement shall not apply to non-Bargaining Unit employees holding tenure as of the effective date of this Agreement.

300 4. There shall be no arbitrary establishment of a fixed proportion of tenured to non-tenured Faculty Members in the University or any division thereof.

301 5. Criteria and procedures to be considered in making decisions regarding applications for tenure are set forth in Article XV.

302 C. Promotion

303 1. It is recognized that in certain academic disciplines attainment of specific degrees or prescribed numbers of credit hours may be less directly related to professional performance than in others. Academic attainment is stated below in terms of minimum degrees and credit hours. However, Faculty committees may establish appropriate professional equivalencies for each of the academic requirements indicated below, subject to the approval of the Provost and Vice President for Academic Affairs. These established equivalencies shall be respected by all persons evaluating an applicant for promotion.

304 Instructor —
Master's degree or equivalent preferred; at least a Bachelor's degree plus twelve (12) hours of graduate credit or equivalent.

305 Assistant Professor —
Two (2) years as an Instructor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional eighteen (18) hours of graduate credit or equivalent.

306 Associate Professor —
Four (4) years as an Assistant Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional thirty-six (36) hours of graduate credit or equivalent.

307 Professor —
Five (5) years as an Associate Professor, Doctor's degree or equivalent preferred; at least a Master's degree plus an additional sixty (60) hours of graduate credit or equivalent.

308 In each of the above instances, only years in rank at Eastern Michigan University shall be considered.

309 2. There shall be no arbitrary establishment of a fixed proportion of Faculty ranks in the University or any division thereof.

310 3. Criteria and procedures to be considered in making decisions regarding applications for promotion are set forth in Article XV.

311 D. All grants of tenure or promotion shall become effective at the beginning of the academic year following the academic year in which application for same is made.

ARTICLE XV EVALUATION CRITERIA AND PROCEDURES FOR REAPPOINTMENT, TENURE, AND PROMOTION

312 A. Each department shall conduct Faculty evaluations using procedures, techniques and criteria specified in its Departmental Evaluation Document developed and/or subsequently modified in accordance with the Faculty input system as provided for in Article XIII. The results of these evaluations shall be considered in making reappointment, tenure and promotion decisions.

313 B. Criteria

314 1. Instructional Effectiveness

315 a. The required and most important criterion is instructional effectiveness. The teaching faculty shall give evidence of ability and commitment to lead students of varying capabilities into a growing understanding of the subject matter, tools, and materials of their disciplines. The Faculty Member shall demonstrate his/her continuing concern for instructional effectiveness through methods of presentation and evaluation of students. In support of teaching effectiveness, a Faculty Member must maintain a high level of knowledge and expertise in his/her discipline or area of specialization. In the case of non-teaching and library faculty, satisfactory professional performance shall be the equivalent of instructional effectiveness.

316 b. Evaluation techniques for all Faculty Members include, but are not limited to, self-evaluation, classroom visitations, student evaluations of teaching, department head evaluation, peer evaluations, and assessment of academic advising of students.

317 2. Scholarly and/or Creative Activity

318 a. A Faculty Member shall give documented evidence of *his/her contribution to* his/her discipline or area of specialization by scholarly investigation (e.g., research) and/or creative activity, and of its publication or other dissemination in one of the following ways:

319 (1) In the classroom; or
320 (2) among practitioners in his/her discipline; or
321 (3) among a wider community.

322 b. It is intended that the Faculty Member shall utilize his/her expertise to address problems in his/her discipline or area of specialization through scholarly and/or creative activity which clearly contributes to the discipline, through:

323 (1) Scholarly investigation, creative activity and/or research of an original and/or previously unreported nature; or

324 (2) applied research, investigation, or scholarly analysis of existing research, information, and creative endeavors resulting in the development of new data, information, applications, and/or interpretations.

325 Except as herein provided, professional development shall not be an acceptable substitute for scholarly/creative activity.

326 In recognition of the need to encourage the retraining of Faculty to assume professional responsibilities in areas where available expertise is in short supply, completion by the Faculty Member of a

retraining program which brings him/her to a specified level of skill in such area of need may be applied toward satisfaction of the scholarly/creative activity criterion for such purposes and for such period of time only as expressly approved in writing by the appropriate departmental committee, the department head, the college dean and the Provost and Vice President for Academic Affairs.

327 Also, the parties recognize the need to encourage Faculty to engage in the vital process of seeking and obtaining grants from outside agencies. The preparation of grant proposals for outside agencies which involve activity (e.g., research or teaching projects) of a substantial nature whether funded or not shall be considered as scholarly/creative activity if the applicant provides an abstract documenting the importance of the endeavor to the discipline, the department, the college or university and the appropriate departmental committee and department head provide a qualitative statement supporting the importance of the grant proposal to said discipline, department, college or university. The scholarly/creative activity criterion cannot be satisfied by the preparation of grant proposals alone.

328 c. Furthermore, the phrase, ". . . give documented evidence of his/her contribution to the discipline or area of specialization by scholarly investigation (e.g., research) and/or creative activity, and of its publication or other dissemination . . ." requires that the Faculty Member:

329 (1) Cite references to the publication of the results in appropriate professional journals and/or their presentation or display at appropriate professional meetings/showings or among a wider community; or

330 (2) If the dissemination of the results is via the classroom, provide a narrative statement which establishes specifically how the scholarly/creative activity and/or its results have changed/improved the course content, the instructional methodology and/or the overall teaching-learning process.

331 3. Service

In addition, the Faculty Member must satisfy one of the criteria below:

332 a. The Faculty Member shall give evidence of assisting colleagues in departmental activities and of identifying new needs in the department.

333 b. The Faculty Member shall give evidence of interest and activity that extends beyond the department into areas such as University and college-wide committees, student activities and professionally related community affairs.

334 The foregoing criteria must be applied to applicants engaged in disciplines as varied as dance, literature, marketing, physics and mathematics. To guide applicants within the various disciplines concerning activities which might be considered appropriate as counting toward fulfillment of these criteria, EMU and the Association have recognized the need for evaluation documents within each department.

335 However, to clarify the role of Departmental Evaluation Documents in specifying the ways in which contract requirements may be met, EMU and the Association hereby reaffirm and make clear their intent that, in addition to satisfying the conditions set forth in the applicable Departmental

Evaluation Document, all applicants for reappointment, tenure and promotion must satisfy, without exception and irrespective of the terms of any Departmental Evaluation Document, application form, or other document to the contrary, all elements of the evaluation criteria set forth above and all other terms and conditions of this Agreement. It is further understood that in those instances where a requirement set forth in this Agreement diverges from a requirement set forth in the Departmental Evaluation Document, the more stringent requirement shall apply. Each Departmental Evaluation Document contains listings of activities that might be considered appropriate as counting toward fulfilling obligations in the areas of instructional effectiveness, scholarly/creative activity, and service. However, the fact that an applicant may cite an activity which is included in a Departmental Evaluation Document does not mean that it will automatically count toward fulfilling an evaluation criterion. Each Faculty Member must provide qualitative documented evidence that establishes that he/she has, in fact, satisfied the evaluation criteria and no activity shall count toward fulfilling an evaluation criterion without this qualitative documentation.

336 For example, a given Departmental Evaluation Document may specify that a Faculty Member's participation in meetings of professional societies, or regional or local sub-groups of such societies, will serve as a valid category/type of activity which may be cited in support of the Faculty Member's application for promotion. Such participation alone, however, does not relieve the Faculty Member of the burden of providing documented evidence detailing in clear and explicit terms in what specific respects his/her participation in such activity contributed to his/her discipline or area of specialization, or satisfies such other criteria for which it is offered.

337 C. Procedures for Faculty Evaluation

338 1. Frequency of Evaluation

339 a. Each probationary Faculty Member shall be evaluated annually as herein provided. Each tenured Faculty Member shall be evaluated at least once every three (3) years. More frequent evaluations of a Faculty Member may be required by the department head and/or departmental committee.

340 b. Evaluations shall not be conducted during a term that a Faculty Member is on leave as provided for in Articles XI and/or XII.

341 c. Evaluations shall be initiated in order that all reappointment, tenure, promotion and termination decisions may be made in accordance with the time schedules provided for in this Agreement.

342 d. It is recognized that the evaluation process is a continuing one, intended for constructive purposes. The department head shall provide regular opportunity to discuss professional evaluation and to offer assistance to the Faculty Member in the improvement of his/her professional performance.

2. Reappointment

343 a. In a probationary Faculty Member's initial year of appointment, the appropriate departmental committee and the department head shall be required to conduct evaluations of the instructional effectiveness of probationary Faculty Members. Such evaluation must be conducted in accordance with the procedures and techniques as specified in the Departmental Evaluation Document and this Agreement, insofar as

said procedures and techniques are available (e.g., due to the publication date, University student evaluation results may not be available), and any judgement/evaluation shall be based on the standards of performance of said Departmenal Evaluation Document and this Agreement.

344 b. The results of all evaluations of the instructional effectiveness of a probationary Faculty Member in his/her initial year of appointment shall be placed in his/her departmental personnel file for reference in the second year evaluation of said Faculty Member, except as otherwise provided for hereinbelow.

345 c. Should the results of the evaluation of the instructional effectiveness of a probationary Faculty Member during his/her initial year of appointment indicate that said Faculty Member's instructional effectiveness is deficient and that his/her appointment should not be renewed, the appropriate departmental committee and/or the department head shall provide a written evaluation of the Faculty Member's instructional effectiveness in accordance with the criteria in the Departmental Evaluation Document, subject to the exclusion of student evaluations and other materials which may not then be available. The evaluation, once completed, shall be presented to the Faculty Member who may respond within fifteen (15) days of the receipt thereof. The Faculty Member may include in his/her response any and all evidence/documentation in support of his/her instructional effectiveness that he/she deems appropriate.

346 d. The Faculty Member's response and the original evaluation shall be forwarded through all subsequent levels of review as provided herein, and any notice of non-renewal shall be subject to the provisions of Article XVI, NON-RENEWAL OF PROBATIONARY APPOINTMENTS, SUSPENSIONS, TERMINATIONS AND RESIGNATIONS.

347 e. It is expressly intended that the evaluation of the instructional effectiveness of a Faculty Member during his/her initial period of appointment may be initiated at *any time* during said period. Further, the University shall be deemed to have fulfilled its obligation to the observance of time limits so long as the Faculty Member is allowed fifteen (15) days to respond and is notified on or before January 31 of the academic year in which he/she is initially appointed that his/her appointment shall not be renewed. If notice of non-renewal is not made on or before January 31 as hereinabove provided, the Faculty Member's appointment shall be renewed for an additional year.

348 f. Following the Faculty Member's initial year of appointment, he/she shall be evaluated for reappointment, as provided herein below:

349

RANK AT WHICH INITIAL APPOINTMENT WAS MADE	PROBATIONARY YEAR	SCOPE OF EVALUATION
Instructor	2nd	Instructional Effectiveness, subject to the limitations of XV.C.2.g. below.
	3rd	Full evaluation in accordance with the provisions of XV.C.7. and all other terms

			and conditions of this Agreement.
		4th	Instructional Effectiveness, subject to the limitations of XV.C.2.g. below.
		5th	Full evaluation in accordance with the provisions of XV.C.7 and all other terms and conditions of this Agreement.
		All Probationary years beyond the fifth year until Application for Tenure is made.	Instructional Effectiveness, subject to the limitations of XV.C.2.g. below.
350	ASSISTANT PROFESSOR	2nd	Full Evaluation in accordance with the provisions of XV.C.7 and all other terms and conditions of this Agreement.
		3rd	Instructional Effectiveness, subject to the limitations of XV.C.2.g. below.
		4th	Full evaluation in accordance with provisions of XV.C.7 and all other terms and conditions of this Agreement.
		All probationary years beyond the fourth year until Application for Tenure is made.	Instructional Effectiveness, subject to the limitations of XV.C.2.g. below.
351	ASSOCIATE PROFESSOR	2nd	Full evaluation in accordance with the provisions of XV.C.7 and all other terms and conditions of this Agreement.
		3rd	Instructional Effectiveness, subject to the limitations of XV.C.2.g. below.
		4th	Full evaluation in accordance with the provisions of XV.C.7.

			and all other terms and conditions of this Agreement.
352	PROFESSOR	2nd	Full evaluation in accordance with the provisions of XV.C.7. and all other terms and conditions of this Agreement.
		3rd	Instructional Effectiveness, subject to the limitations of XV.C.2.g. below.

353 g. Notwithstanding the provisions of XV.C.2.e above, in those instances in which a Faculty Member is evaluated in accordance with the provisions for Full Evaluation and he/she fulfills the requirement for reappointment but is also evaluated as not making satisfactory progress toward tenure, he/she shall be evaluated in accordance with the provisions for Full Evaluation in each subsequent year of probationary appointment until it is determined that he/she is making satisfactory progress toward tenure or it is recommended that said Faculty Member not be reappointed.

354 h. To clarify the parties' intent, an evaluation of Instructional Effectiveness, as herein provided, shall be made in accordance with the provisions of XV.C.1 through XV.C.2.d above. A Full Evaluation shall include an evaluation of the Faculty Member's performance related to the three (3) areas set forth in XV.B above and the Faculty Member's Application for Reappointment shall be filed and evaluated in accordance with all terms and conditions of this Agreement.

355 i. Recognizing that many departments' requirements for tenure are more stringent than their requirements for reappointment, it is the express intent of the parties that a recommendation for reappointment is not intended, nor should it be construed by a Faculty Member to be, a guarantee that tenure will be granted.

356 j. In those years in which a Full Evaluation is required, the probationary Faculty Member shall initiate the reappointment evaluation process by filing an application form with the department head by October 1 of each year that he/she is on probationary status. These forms are to be consistent with the criteria and terms of this Agreement and shall be available to Faculty through their departmental offices.

357 3. Tenure

358 The probationary Faculty Member shall initiate the tenure evaluation process by filing an application form with the department head by November 1 of the academic year immediately preceding the academic year for which he/she seeks tenure. These forms are to be consistent with the criteria and terms of this Agreement and shall be available to Faculty through their departmental offices.

359 4. Promotion

360 A Faculty Member who plans to make application for promotion shall notify his/her department head of such intent no later than September 15 of the academic year immediately preceding the academic year in

which he/she seeks the promotion. The Faculty Member shall initiate the promotion evaluation process by filing an application form with the department head by January 10 of the academic year immediately preceding the academic year in which he/she seeks the promotion. These forms are to be consistent with the criteria and terms of this Agreement and shall be available to Faculty through their departmenal offices.

361 5. Tenured Faculty Triennial Performance Evaluation

362 The department head shall initiate the tenured Faculty triennial performance evaluation no later than November 1 of the academic year in which the evaluation is to take place by notifying the Faculty Member of the department's intention to conduct an evaluation, and by requesting the materials he/she deems necessary to complete the evaluation. The departmental committee or the department head may request that the Faculty Member supply additional materials in order to complete the evaluation process.

363 In the case of tenured Faculty who are not seeking promotion, an abbreviated evaluation shall be acceptable in lieu of a full evaluation as herein described, provided the appropriate departmental committee and the department head can determine from the evidence contained in the Faculty Member's annual reports, student evaluations, the results of classroom visitations, and the results of any other evaluative efforts conducted by the department, if any, that the Faculty Member is performing satisfactorily (i.e., would receive a rating of at least average in all areas of evaluation). Confirmation of said level of performance shall be reduced to writing and forwarded through the appropriate dean to the Provost and Vice President for Academic Affairs, who may demand a full evaluation of the Faculty Member.

364 Evaluation forms are to be consistent with the criteria and terms of this Agreement and shall be available to the departments through the Office of the Provost and Vice President for Academic Affairs or such other office as may be designated by EMU.

365 6. Applicant Responsibility

366 It is the responsibility of each Faculty Member to document in clear and explicit terms both the quantity and quality of his/her activities. An application for reappointment, tenure or promotion shall include a narrative statement for each evaluation criterion, explaining how and to what extent each of the activities claimed has met the standards set forth in the Departmental Evaluation Document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.

367 EMU and the Association intend to particularly stress the requirement that each applicant for reappointment, tenure or promotion, must, in his/her narrative statement submitted in support of his/her claims of scholarly and/or creative activity, explain in clear and explicit terms precisely how, why, and to what extent each of the cited activities have contributed to the discipline or area of specialization and otherwise fulfills the scholarly/creative activity criterion of his/her evaluation document and the terms of this Agreement, or where, if applicable, they have exceeded those requirements.

368 7. Evaluation

369 a. The department head shall provide each Faculty Member with the opportunity to bring his/her record of professional preparation and

achievements (e.g. degrees, publications, etc.) up to date annually and shall deposit these additional records in his/her official personnel file and/or departmental file. It shall be the department head's responsibility to:

(1) Secure and maintain the results of all evaluations undertaken for the assessment of the Faculty Member's performance and make them available to the appropriate departmental committee at the time of the evaluation.

(2) Make available to the departmental committee the application and all supporting documentation submitted by the Faculty Member.

b. The appropriate departmental committee shall review the application, all supporting data, and the evaluations conducted pursuant to this Article. Upon completion of the review, the committee shall prepare an evaluation report on the applicant. The evaluation report shall be supported by narrative statements which explain in clear and explicit terms how/why each of the applicant's activities does or does not satisfy the standards of performance in the Departmental Evaluation Document and the terms of this Agreement. Specifically, the departmental committee shall explain:

(1) The evaluation efforts which were conducted and their individual results.

(2) The qualitative and, where applicable, quantitative basis for all ratings which were assigned.

(3) Precisely how and to what exent each of the activities claimed does or does not satisfy the standards of performance of the Faculty Member's Departmental Evaluation Document and the criteria of Article XV.B. above, and, in particular, how those activities claimed as scholarly/creative activity have contributed to the discipline or area of specialization.

The departmental committee shall submit a copy of its evaluation to the Faculty Member, who shall have five (5) calendar days to respond. The departmental committee shall forward to the department head the following:

(1) The Faculty Member's application and supporting materials.

(2) The departmental committee's evaluation.

(3) All other supporting documentation, evaluation results, etc.

(4) Any response(s) from the Faculty Member.

c. The department head shall prepare his/her evaluation report taking into consideration:

(1) The Faculty Member's application and supporting materials.

(2) The departmental committee's evaluation.

(3) The results of all evaluations undertaken for the assessment of criteria in XV.B., and other supporting documentation.

(4) Any response(s) of the Faculty Member to the departmental committee's evaluation.

The department head shall include in his/her evaluation, narrative statements which explain in clear and explicit terms how/why each of the applicant's activities does or does not satisfy the standards of

performance in the Departmental Evaluation Document and the terms of this Agreement. Specifically, the department head shall explain:

387 (1) The evaluation efforts which were conducted and their individual results.

388 (2) The qualitative and, where applicable, quantitative basis for all ratings which were assigned.

389 (3) Precisely how and to what extent each of the activities claimed does or does not satisfy the standards of performance of the Faculty Member's Departmental Evaluation Document and the criteria of Article XV.B. above, and in particular, how those activities claimed as scholarly/creative activity contributed to the discipline or area of specialization.

390 (s) The department head shall submit a copy of his/her evaluation to the Faculty Member, who shall have five (5) calendar days to respond.

391 (s) d. The department head shall forward to the dean the following:

392 (s) (1) The Faculty Member's application and supporting materials.

393 (s) (2) The departmental committee's evaluation.

394 (s) (3) The department head's evaluation.

395 (s) (4) The results of all evaluations undertaken for the assessment of the criteria in XV.B. and all other supporting documentation.

396 (s) (5) Any response(s) of the Faculty Member to the departmental committee's or department head's evaluation.

397 (s) Any and all of the items (1), (2), (3), (4), or (5) shall be placed in the Faculty Member's personnel file, with the following exception:

In the event that the application is supported by documentation in the form of original works, publications (e.g. books and magazines), or other items too costly to copy, said documentation shall be forwarded in accordance with this Article through the review process and, upon completion of all reviews, returned to the Faculty Member.

398 (s) e. Applications shall then be reviewed by the dean in accordance with the standards of performance in the Departmental Evaluation Document and the terms of this Agreement. The recommendation at this level, together will all prior recommendations and other materials previously forwarded by the department head, shall be forwarded to the Provost and Vice President for Academic Affairs.

399 (s) f. In those instances in which a Faculty Member is evaluated only for Instructional Effectiveness, as provided above, the department head and the departmental committee shall forward a letter to the Dean of the College and the Provost and Vice President for Academic Affairs informing them as to whether or not the Faculty Member who has been evaluated is performing adequately and recommend, if appropriate, the Faculty Member's reappointment.

400 (s) g. The Provost and Vice President for Academic Affairs shall review the applications for reappointment and on or before January 31, advise the applicants of the results of his/her review and forward his/her recommendations to the President for his/her recommendation to the Board of Regents.

401 (s) h. The Provost and Vice President for Academic Affairs shall review the applications for tenure and on or before April 10, advise the applicants of the results of his/her review and forward his/her recommendations to the President for his/her recommendation to the Board of Regents.

402 (s) i. The Provost and Vice President for Academic Affairs shall review the applications for promotion and, on or before May 31, advise each applicant of the results of his/her review and forward his/her recommendations to the President for his/her recommendation to the Board of Regents.

403 (s) 8. Tenure and promotion shall become effective upon the Board of Regents' approval. Promotional salary adjustments as provided for in Article XVIII of this Agreement shall be made at the beginning of the next academic year.

404 (s) 9. Faculty Members may withdraw their applications for promotion at any time upon written request at the appropriate level without prejudice. All materials specifically submitted by the applicant shall be returned to the Faculty Member; other materials shall be returned to the departmental personnel file.

405 (s) 10. The parties recognize that decisions with respect to the reappointment, tenure, and promotion of a Faculty Member result from critical professional evaluations and judgments. All individuals evaluating applications for reappointment, tenure and promotion shall apply the standards of performance of the Departmental Evaluation Documents insofar as they are consistent with the terms of this Agreement, and shall rate the applicant in accordance with the criteria and standards of performance therein. The requirements specified and provided for in Article XIV., in addition to the results of evaluations as herein provided, shall be considered in making reappointment, tenure, and promotion decisions.

406 (s) 11. Applications for reappointment, tenure and promotion which receive negative recommendations shall be forwarded through administrative review channels in the same manner as those which receive positive recommendations, after the committee or person recommending the rejection has written a letter to the Faculty Member clearly stating the criteria and relevant data upon which the rejection is based, subject to the provision of C.12. below.

407 (s) 12. In the event that the Provost and Vice President for Academic Affairs disapproves of any recommendation for reappointment or granting of tenure made by the departmental committee or the department head, the recommendation shall be returned with a statement of reasons to the department for reconsideration and further recommendations.

408 (s) Further, should an application be returned to the department it shall be returned to the person(s) who made the original recommendation with which the Provost and Vice President for Academic Affairs takes issue and shall be returned within five (5) days of receipt thereof to the Provost and Vice President for Academic Affairs.

409 (s) 13. To deny a Faculty Member's application for reappointment, tenure or promotion, the department head, the dean, or the Provost and Vice President for Academic Affairs must base such denial upon justifiable factors relative to the Faculty Member's failure to meet the standards of performance or other conditions delineated in this Agreement

and/or the Departmental Evaluation Document. All letters of denial must clearly and concisely state the reasons for the denial and address themselves to how the applicant has been judged to have failed to satisfy the terms of this Agreement and/or the Departmental Evaluation Document.

410 (s) Copies of all letters of denial shall be forwarded to the Association at the same time that they are sent to the applicant.

411 (s) D. For purposes of this Article, denial shall be construed to have occurred when the Provost and Vice President for Academic Affairs denies a reappointment, award of tenure, or promotion or supports such denial from an earlier review and recommendation level. However, grievances of procedural violations in the evaluation process must be filed at Step I of the grievance procedure provided in Article VII, subject to the time limits provided therein.

412 (s) Denial of reappointment, tenure or promotion of a Faculty Member shall be subject to review under the grievance procedure provided for in Article VII, commencing at Step III.

413 (s) E. Tenured Faculty Members in a department shall be given the opportunity to present to the dean of the college, their evaluation of the department head with such effects as the dean shall determine. Such evaluation shall be made biennially. More frequent evaluations shall be made as the dean may, from time to time, so request.

ARTICLE XVI NON-RENEWAL OF PROBATIONARY APPOINTMENTS, SUSPENSIONS, TERMINATIONS AND RESIGNATIONS

414 (s) A. Non-Renewal of Probationary Appointments

415 (s) The parties recognize EMU's right not to renew a probationary appointment beyond its specified one (1) year term, or extended term, for performance, academic or financially related reasons. Such reasons shall include, but are not limited to, failure to meet the requirements for reappointment set forth in the Faculty Member's Departmental Evaluation Document or letter of appointment or reappointment, programmatic changes, or the reduction, reallocation, or elimination of financial resources within a department, college or the University.

416 (s) Until a Faculty Member is accorded tenure by EMU, he/she shall be employed on probationary appointments for one (1) year duration (i.e., 12 months, from September 1 to August 31), subject to renewal for successive one (1) year periods at their expiration date, except in those instances in which an initial appointment is made after September 1 (i.e., at the beginning of the Winter term). In those instances, said initial appointment shall be adjusted accordingly, and shall thereafter be subject to renewal for one (1) year periods as hereinabove provided.

417 (s) In those instances in which a Faculty Member is initially appointed and commences his/her employment with the University during a Spring or Summer term, said Spring and/or Summer term appointment shall not be construed as a part of the Faculty Member's initial probationary year; in such instances, the initial probationary year of appointment shall, for purposes of evaluation for reappointment, tenure and promotion, be construed to have begun on September 1 immediately following said Spring and/or Summer appointment.

418 (s) B. Notice of Non-Renewal of Probationary Appointments

419 (s) When non-renewal of a probationary Faculty Member's appointment is based upon his/her performance, written notice of said non-renewal shall be given to the Faculty Member by no later than January 31 of the year immediately preceding the year for which the Faculty Member seeks reappointment. If non-renewal is based upon reasons other than the probationary Faculty Member's performance, written notice shall be given as follows:

420 (s) 1. No later than March 1st of the first academic year of service.

421 (s) 2. No later than December 15th of the second academic year of service.

422 (s) 3. At least twelve (12) months before the expiration of an appointment or an extended appointment, after two (2) or more years of service at the institution.

423 (s) To clarify the parties' intent, notwithstanding references throughout this Agreement to one (1) year appointments and/or academic year appointments, all Faculty Members are considered to be in the employment of the University on a twelve (12) month basis; probationary Faculty Members by virtue of the hereinabove provided for one (1) year, twelve (12) month term contract and tenured Faculty Members by virtue of continuous appointment, as provided for in Article XIV.A.2.a., marginal paragraph (281) and Article XIV.B.2., marginal paragraph (297), respectively, for which Faculty Members receive a base salary as compensation for their regularly scheduled teaching assignments during the eight (8) month academic year or its equivalent (i.e. Plan C or Plan C1). Compensation beyond the academic year base salary shall be at the sole discretion of EMU and shall be for additional services rendered in accordance with the provisions of Article XVIII, COMPENSATION.

424 (s) C. Suspension for Reasonable and Just Cause

425 (s) A tenured or probationary Faculty Member may be suspended for reasonable and just cause. A Faculty Member shall only be suspended by the President, or his/her designee. The issue of with or without pay shall be determined by the circumstances of the suspension. Prior to the imposition of an unpaid suspension, the Executive Director of Human Resources shall request a meeting of the Review Board (see Article VII.) to discuss the basis for the contemplated action and to permit the Association's Grievance Officer, the Faculty Member and other Association representatives serving on the Review Board, to provide information which they believe may merit consideration by EMU. The Review Board shall meet and conclude its discussion of the matter within five (5) work days of the Executive Director of Human Resources' request for a meeting.

Notwithstanding the provisions of this Memorandum of Understanding, it is further understood and agreed between the University and the Association that insofar as they are not inconsistent with the amendments hereinabove provided, the terms and conditions of any and all Memorandums of Understanding heretofore entered into by the University and the Association shall remain in full force and effect.

It is also understood and agreed between the University and the Association that in those instances in which deletions of references to the ". . . advancement of the corpus of insight and/or knowledge. . ." or references of like meaning in Article XV.B.2.b., marginal paragraph (322); XV.B.2.c., marginal paragraph (328); XV.B.3., marginal paragraph (331); and, XV.C.3., marginal paragraph (346) of the parties' master Agreement dated November, 1982 have been made and where said references have been replaced hereinabove by the phrase ". . . *contributes* to the discipline or area of specialization. . ." or references of like meaning, the University and the Association do hereby affirm and make clear that said deletions/revisions are not intended to provide that Faculty Members may satisfy the Scholarly and/or Creative Activity criterion as set forth in XV.B.2. by engaging in activities more appropriately considered 'professional development' (e.g., participation in meetings of professional societies, staying abreast of development in the Faculty Member's field, etc.) unless the Faculty Member explicitly demonstrates in his/her application that such participation clearly contributed to his/her discipline or area of specialization.

EASTERN MICHIGAN UNIVERSITY

Date: 8/30/84

David Tammany, Director of
Staff and Union Relations

EMU-AAUP

Date: 8 29 84

Rachel B. Harley

Rachel Harley, President